VOL. XXXIX., No. 39.

The Solicitors' Journal and Reporter.

LONDON, JULY 27, 1895.

Contents.

CURRENT TOPICS 663
CONDITIONS RESTRICTING OBJECTIONS TO TITLE 666
PROHIBITED HOURS 667
REVIEWS 667
CORRESPONDENCE 669
NEW ORDERS, &c. 669
LAW SOCIETIES 673
LAW STUDENTS' JOURNAL 673
LEGAL NEWS 674
COURT PAPERS 679
WINDING UP NOTICES 680
CREDITORS' NOTICES 680
BANKRUPTCY NOTICES 680

Cases Reported this Week.

In the Solicitors' Journal.

Allen v. London County Council 670
Bower & Co. v. Hott 669
Brown v. Hand-in-Hand Fire Insurance Society 672
Foveaux's Estate, Re. Cross v. The London Anti-Vivisection Society 671
Isaac Jones and the Judgments Act, 1864, Re 671
Simmons v. Simmons 673
Smith & Hartogs, Re. Ex parte Official Receiver v. Leverson 672
Standard Gold Mining Co. (Lim.), Re 672
Ward v. Monaghan 670

In the Weekly Reporter.

Broderip v. Salomon & Co. 612
Guardians of Sculcoates v. Hull Docks Co. Hull Docks Co. v. Guardians of Sculcoates 621
Harle v. Jarman 618
Hunter v. Dowling 619
Maskell and Goldfinch's Contract, In re 620
Spelman, Ex parte 609
Strachan v. Universal Stock Exchange 611
Wilson (Petitioner) v. Ingham and Others 621
Woodin, In re. Woodin v. Glass 615

CURRENT TOPICS.

THE THIRTY cases which were last week transferred to Mr. Justice ROMER will, we are given to understand, shortly come into the daily list for that judge, and we are able to give a table showing the order in which they will be heard.

ON THURSDAY LAST the Lord Chancellor sat in Court of Appeal No II., together with Lords Justices LINDLEY and RIGBY. The cause of the absence of Lord Justice LOPES was, it is whispered, urgent public business of a nature somewhat prevalent just at present.

THE TRIAL of common jury actions set down for trial in the City of London will take place next week at the Royal Courts of Justice, and actions set down in the commercial list will continue to be heard by the Lord Chief Justice.

WE THINK that Lord HALSBURY is to be congratulated on his first county court appointment since he returned to office. Mr. JOHN EDMUND WENTWORTH ADDISON, Q.C., who has been appointed to succeed Mr. E. P. PRICE as Judge of the County Courts of Norfolk and Cambridge, Circuit 32, is a sound lawyer and a man of common sense and knowledge of the world. His geniality of disposition is certain to render him popular. He sat in the House of Commons as member for Ashton-under-Lyne from 1885 until the close of the last Parliament, and he was Recorder of Preston from 1874 to 1890. Let us hope that this excellent example of a judicial appointment will be followed.

THE FOLLOWING are the names and dates of call to the bar of the new Queen's Counsel. Mr. ERNEST CARPMAEL, 1869, Northern Circuit; Mr. EDMUND ROBERTSON, 1871, Northern Circuit; Mr. HERBERT WILLIAM LUSH-WILSON, 1873, South-Eastern Circuit; Mr. JOHN VESEY VESEY FITZGERALD, 1873, Midland Circuit; Mr. JAMES WINTERBOTTOM HAMILTON, 1873, Northern Circuit (Manchester), recorder of Oldham; Mr. HENRY YORKE STANGER, 1874, Midland Circuit; Mr. ALFRED HENRY RUEGG, 1877, Western Circuit; Mr. WILLIAM FRANCIS KYFFIN TAYLOR, 1879, Northern Circuit; Mr. THOMAS TERRELL, 1879, South Wales and Chester Circuit; Mr. HARRY TRELAWNY EVE, 1881, Chancery Bar; Mr. JOHN MOIR ASTBURY, 1884, Northern Circuit (Manchester); Mr. LEWIS EDMUNDS, 1884, Oxford Cir-

cuit; and Mr. JAMES ALEXANDER RENTOUL, 1884, South-Eastern Circuit.

MR. GEORGE WILKS having gracefully withdrawn his candidature for the Council of the Incorporated Law Society, Mr. BLYTH and Mr. WINTERBOTHAM were elected without opposition at the meeting of the society last week. The attention of the meeting was so much taken up with the financial position of the society that there was comparatively little discussion of other subjects of current interest, and one, at least, of the matters brought on for consideration was rather of the debating-society type. A motion that solicitors ought to be appointed to solicitorships of Government Departments would have been appropriate in view of recent events; but a proposal that all legal appointments should be open to both barristers and solicitors without distinction was very properly shelved as not being within the range of practical measures. We have always wondered that the Council do not get motions proposed at these meetings relating to matters of current interest on which it might be desirable for them to hear the opinions of members, or as to which a resolution of the members might add weight to proposals which the Council are advocating. At present they seem to leave the business of the meetings to chance.

IN A LETTER which we print elsewhere the inquiry is made whether the Mortgagees Legal Costs Act, 1895, enables a solicitor-trustee who advances money to charge the usual costs? We very much doubt whether any such change in the law has been effected. The language of the Act seems to shew that it is dealing only with the case of the disqualification as to charging costs which has hitherto arisen from the fact of a mortgagee being a solicitor. In future this disqualification is to be got rid of by imagining the mortgage to be made to a hypothetical mortgagee, who in turn is to be supposed to employ the solicitor. Whatever charge the solicitor could make against the hypothetical mortgagee, he is to be entitled under the Act to make against the mortgagor. But when a solicitor is also a trustee, there comes in, as our correspondents point out, the principle that a trustee is not to make a profit out of his trust. No doubt the earlier words of section 2 of the Act—"any solicitor to whom, either alone or jointly with any other person, a mortgage is made"—like those of section 3, are wide enough to include the case of an advance by a solicitor-trustee, and the provision as to joint advances is especially applicable to trustees; but the later words, giving the solicitor the right to charge costs, contemplate him only in the character of solicitor, not of trustee. And this is made clearer by considering how the machinery of the section would work in such a case. If it were possible to sever the offices of solicitor and trustee, and attach the latter to the hypothetical mortgagee, the solicitor would be able to take his costs under the Act. But the fiction of an independent mortgagee is introduced solely for the purpose of providing the solicitor with a client, and it can hardly be extended so as to rid him of any disqualification incident to his office of trustee. We apprehend, therefore, that the rule as to solicitor-trustees remains unchanged, and the only case, apart from special authorization in the instrument creating the trust, in which a solicitor-trustee can charge profit-costs is where he is acting in litigation on behalf of himself and his co-trustees (*Cradock* v. *Piper*, 1 Mac. & G. 664; *Re Corsellis*, 35 W. R. 309, 34 Ch. D. 675). The exception does not extend to conveyancing business, not even, as *Re Corsellis* shews, where the costs will fall elsewhere than on the trust estate.

ON WEDNESDAY the Court of Appeal No. 2 reversed the decision of Mr. Justice KEKEWICH in *Re Bircham & Co.* (*ante*, p. 640), upon which we commented (*ante*, p. 632). The question was, whether solicitors, who acted for the trustees in the preparation of a trust deed to secure the payment of debentures to the amount of £90,000, which it was then intended should be issued by a company, were entitled as "mortgagees' solicitors" to the scale fee prescribed by Part I. of Schedule I. to the Remuneration Order. In the particular case, though the trust deed was prepared and executed, no debentures were in fact issued, but the company afterwards procured the money which they required by means of an ordinary mortgage. The solicitors claimed the scale fee upon £90,000, but the taxing master held that they were not entitled to it, and must be remunerated under Schedule II. to the Order. Mr. Justice KEKEWICH considered that the trust deed was a mortgage; that the trustees were the mortgagees, and the solicitors, consequently, mortgagees' solicitors; that the mortgage had been completed, and that the solicitors were entitled to the scale fee which they claimed. The Court of Appeal did not actually decide whether the deed was a mortgage, though they were inclined to think that it was not, but they held that, no debentures having been issued, the transaction had not been "completed," and that for this reason the scale did not apply. Lord Justice LINDLEY said that the case fell within sub-clause (*c*) of clause 2 of the Remuneration Order, and not within clause (*a*), as being business "not in fact completed." The court were asked to give, if it were necessary, leave to appeal to the House of Lords, and this they refused to do, on the ground that no matter of principle was involved. We believe, however, it will be found that no leave to appeal is required, and that the case will probably be taken to the House of Lords. The question is one of considerable importance to solicitors, and it seems to us that there is good ground for contending that the decision of the Court of Appeal is erroneous. The transaction, *so far as the solicitors were concerned*, was completed. It was no part of their duty, as solicitors, to hand over the mortgage money to the borrowers, though they might be specially appointed agents to do that. But this was no part of their ordinary function as solicitors. And it will be observed that Schedule I. prescribes the scale fee for "deducing title . . . and *preparing and completing mortgage*." It seems to us clear that the word "mortgage" there must mean the mortgage deed, and this view is confirmed by the words used in the case of a mortgagor's solicitor, "*perusing* mortgage and completing," and in the case of a purchaser's solicitor, "preparing and completing conveyance." In the course of the argument it was suggested that, if an ordinary mortgage were made to secure a sum to be advanced at once and further advances which might be made in the future, not exceeding a specified amount, the solicitor of the mortgagee would be entitled to the scale fee upon the total sum made up of the present advance and the maximum amount of the future advances. The court had not to decide this point, but they were inclined to think that the scale did not apply to a mortgage to secure possible future advances.

THE COURT of Appeal have, as might have been anticipated, affirmed the decision of the Divisional Court (Lord RUSSELL, C.J., and CHARLES, J.) in *Ward* v. *Monaghan* (*ante*, p. 485) on the effect of a clause providing for payment of a specified sum as liquidated damages. In one case it appears to be clearly settled that such a sum shall be treated as a penalty, notwithstanding the declaration of the parties, both positively that it shall be liquidated damages, and negatively that it shall not be a penalty—where, that is, a larger sum is made payable on breach of a stipulation to pay a fixed smaller sum. Where a doubt is stated, said Lord ELDON, C.J., in *Astley* v. *Weldon* (2 B. & P., p. 350), whether the sum inserted be a penalty or not, "if a certain damage less than that sum is made payable upon the face of the same instrument, in case the act intended to be prohibited be done, that sum shall be construed to be a penalty." And it is the same where the condition for payment of the specified sum applies to the breach of any of a number of stipulations, some one of which binds to the payment of a fixed smaller sum. Accordingly in *Kemble* v. *Farren* (6 Bing. 141) a sum of £1,000 declared to be payable as liquidated damages on breach (*inter alia*) of a stipulation for payment of £3 6s. 8d. for each night of performance at a theatre, was held to be a penalty. And it may be, too, that if the breach of some one or more of a series of stipulations can only result in damages of very trifling amount, the same rule will apply. This case seems to be left open by the judgment of JESSEL, M.R., in *Wallis* v. *Smith* (21 Ch. D. 243). But where there is a series of stipulations the breach of which may result

in damage of substantial though of varying importance, none of them being for the payment of a fixed sum, then *Wallis* v. *Smith* decides, notwithstanding the assertion of a contrary principle by JAMES, L.J., in *Re Newman* (4 Ch. D., p. 731), that the sum specified to be payable as liquidated damages shall be treated as such, and not as a penalty. The case of *Ward* v. *Monaghan* was simpler than this, for the sum named was payable only in one event. The defendant was the lessee of a public-house, and he had agreed to pay £50 as liquidated damages if he committed any offence under the Licensing Acts for which he should be convicted before a court of summary jurisdiction or otherwise. He committed the offence of selling beer during prohibited hours, and upon conviction a nominal fine was inflicted. Having regard to the nature of the property, it seems impossible to regard a breach of such a stipulation as merely trifling, and the Court of Appeal have held that the sum of £50 became payable as liquidated damages.

THE DECISION in *Re Burrows* (*ante*, p. 656) seems to shew that the case of *Blasson* v. *Blasson* (2 De G. J. & S. 665) has given rise to an unsound distinction in the most recent text-books on wills. The rule that a child *en ventre sa mere* is considered for purposes of construction as a child *in esse* is said, on the authority of *Blasson* v. *Blasson*, to be limited to cases where the unborn child is benefited by the application of the rule: see Jarman on Wills, 5th ed., vol. 2, p. 1042; Theobald on Wills, 4th ed., p. 259. In *Re Burrows* a testator gave a moiety of his estate, after the death of his wife, to his daughter K. absolutely, in case she had issue living at the death of his wife; but in case she had no issue then living, then a life interest only in the moiety to K. The wife died on the way to attend K.'s confinement, and the very next day K. gave birth to a living child. Under these circumstances it was argued that, the question raised having reference to K.'s interest in the property, and not to any benefit to the child, *Blasson* v. *Blasson* shewed that the child was not in point of law "issue living" at the death of the testator's wife, so that K. took a life interest only. CHITTY, J., rejected the contention. His lordship thought that the point was covered by the *dictum* of Lord ELDON in *Thellusson* v. *Woodford* (11 Ves. 112), where he put the exact case hypothetically, and said that the property would not be devested merely because the child was not born (p. 150). CHITTY, J., pointed out that the Chief Baron, delivering the unanimous opinion of the judges, mentioned the opinion expressed by EYRE, C.J., in the leading case of *Doe* v. *Clarke* (2 H. Bl. 399) to the effect that, independent of intention, an infant *en ventre*, by the course and order of nature, was then living, and came clearly within the description of a child living at the parent's decease (11 Ves., p. 140). *Blasson* v. *Blasson* was distinguished as a decision on the words "born and living," which seemed to shew that the testator contrasted birth with life, and CHITTY, J., was of opinion that the Lord Chancellor's judgment was directed solely to the word "born," and the passages cited by him from the Digest and Voët related to born and unborn children, and not to unborn children as living or not living.

IT IS NOT always easy to determine whether a particular action of tort brought in the High Court might have been commenced in the county court within the meaning of section 116 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), which deprives a plaintiff of his costs who, in such action, recovers less than £10. The recent case of *Howarth* v. *Sutcliffe* is an instance in point. There the cause of action was injury to the plaintiff's reversion occasioned by the defendant wrongfully diverting the flow of a stream of water, conveyed in a pipe running in part through the defendant's land, to certain premises occupied by the plaintiff's tenant, which exceeded in value £50 a year, and of which the plaintiff himself was owner in fee. The defendant, by his statement of defence, put the plaintiff to strict proof of his case, alleged leave and licence of the plaintiff's tenant for the diversion complained of, and, while denying all liability, stated that he brought forty shillings into court in full satisfaction of the plaintiff's claim. The plaintiff having accepted this sum, the question arose whether he was entitled to any costs. The master and judge at chambers both held that the enactment above mentioned deprived him of his costs. This decision has, however, now been reversed by the Court of Appeal (KAY and A. L. SMITH, L.JJ.), upon the ground that the action clearly was not one which might have been commenced in the county court, as it involved something more than a mere possessory title to land—namely, the right to an easement in respect of a dominant tenement exceeding £50 a year in value, and which, therefore, the county court had no jurisdiction to determine, having regard to the provisions contained in sections 56 and 60 of the County Courts Act, 1888. It is submitted that the Court of Appeal were fully warranted in coming to this conclusion, which in no way conflicts with the judgments delivered in *Hawkins* v. *Rutter* (40 W. R. 238; 1892, 1 Q. B. 668).

ALTHOUGH BY virtue of recent decisions a trader cannot gain any advantage for himself out of an arrangement whereby he converts his business into a company over which he retains control, yet the company is, so far as outsiders are concerned, validly established, and this fact is permitted to tell in favour of its creditors. In *Re Carey* (43 W. R. 605) a trader, who was being pressed by his creditors, adopted the above device, and sold his business to the company partly for cash and partly for shares. No money in fact passed, but bills of the company were handed over, and with these the vendor tried to satisfy his creditors. In this attempt he failed. He became bankrupt, and the company, which had contracted debts, went into liquidation. The liquidator sold the business, and at length there was a sum of cash available for creditors. The question arose how it should be distributed. VAUGHAN WILLIAMS, J., held that the original sale to the company was a sham, and, had it been possible to identify the bankrupt and the company for all purposes, the creditors of the company would have stood on the same footing as those of the bankrupt, and all would have ranked equally against the assets. But it was held that the company, though a sham as regards the vendor, must be treated as a reality as regards third parties, and hence the creditors of the company had a prior claim on the proceeds of the realisation of the business. In the event of their insufficiency, the creditors of the company would be entitled, on the doctrine of *Broderip* v. *Salomon & Co.* (*ante*, p. 523), to come upon the private assets of the vendor to the company. In such a case it is apprehended that they would rank equally with the creditors of the vendor, but we have probably not got to the end of the problems arising from the relation of one-man companies to their promoters.

THE OLD QUESTION "What is a charity" seems likely in future to be "What is not a charity?" The careful and elaborate decision of CHITTY, J., in *Re Foveaux* (reported elsewhere) seems to show that a *bond fide* intention to relieve poverty, advance education or religion or benefit the community is enough to constitute the objects of a society charitable, although political economists and others may infallibly demonstrate that poverty will be intensified and the education, religion, and general welfare of the community be injured thereby. There are probably few societies which do not intend one way or another to benefit the community. Good intentions pave their way. The old-fashioned exceptions of purposes which tend to the subversion of religion or morality or are against public policy will still however remain, and the decision of *Re Foveaux* cannot be prayed in their aid. A society for paying the fines of persons who break the law is not a charity, however laudable and honest the intention of the members may be.

APROPOS of our recent remarks on type-written abstracts of title and other papers, a correspondent informs us that Lord DAVEY (then Sir HORACE DAVEY, Q.C.) told him that he had once sent back type-written papers with a message that he could not undertake to read them in that form. As our correspondent remarks, it needs to be an idol of the public to go so far as that.

CONDITIONS RESTRICTING OBJECTIONS TO TITLE.

In the recent case of *Scott* v. *Alvarez* (*ante*, p. 621) the Court of Appeal have decided that a condition of sale excluding objections to title will be ineffectual to enable the vendor to insist on specific performance in a case where the purchaser discovers *aliunde* that the title is altogether bad, although it may debar the purchaser from obtaining the return of his deposit. The effect of such conditions has been frequently a matter of discussion. In *Darlington* v. *Hamilton* (Kay 550) Lord HATHERLEY adopted a view strongly opposed to their efficacy. It is quite clear, he said, that, whatever may be the terms of the condition of sale, if the purchaser obtain information *aliunde* that the title of the vendor is not clear and distinct, he has a right to insist upon the objection; and he supported this opinion by reference to *Warren* v. *Richardson* (Younge 1), and *Shepherd* v. *Keatley* (1 C. M. & R. 117). In *Re National Provincial Bank and Marsh* (43 W. R. 186; 1895, 1 Ch. 190), however, NORTH, J., pointed out that these cases did not warrant any such conclusion, and he said that the *dictum* of Lord HATHERLEY in *Darlington* v. *Hamilton* went too far. In *Warren* v. *Richardson* there was no question of a condition of sale, but it was held that, after an intending lessee had by his conduct waived his right to production of the lessor's title, he could nevertheless refuse to complete if in the course of the proceedings the title was actually produced and turned out to be bad. And in *Shepherd* v. *Keatley*, where the purchaser was allowed to insist on defects discovered *aliunde*, the condition simply provided that the vendor of leaseholds should not be obliged to produce his lessor's title. In *Darlington* v. *Hamilton* (*suprà*) the condition was similar—the purchaser of leaseholds was not to require proof or production of the lessor's title. Hence Lord HATHERLEY could have well allowed the purchaser to insist on defects discovered *aliunde*, without laying down the general proposition that no condition could preclude the purchaser from inquiring into the vendor's title.

There is, indeed, a recognized distinction between conditions which simply relieve the vendor of the burden of producing his title or some part thereof, and those which forbid the purchaser from himself inquiring into it. The two classes are described by Sir EDWARD FRY in his treatise on Specific Performance (3rd ed., p. 594). First, the stipulations of the contract may preclude the purchaser from making requisitions upon or inquiries from the vendor as to his title—that is, may relieve the vendor from the necessity of complying with or answering any such requisition or inquiry—without preventing the purchaser from shewing by any means in his own power that the vendor's title is defective; and, secondly, the stipulations may preclude the purchaser, not only from making requisitions upon and inquiries from the vendor, but from making any inquiry or investigation about the title anywhere. As just stated, the condition in *Darlington* v. *Hamilton* was of the former kind, and the purchaser accordingly was not precluded from insisting on defects in the vendor's title which he discovered *aliunde*. On the other hand, in *Hume* v. *Bentley* (5 De G. & Sm. 520), where, upon a sale of leaseholds, the condition was that the lessor's title would not be shewn and should not be inquired into, the purchaser was not allowed to set up in answer to a suit for specific performance Acts of Parliament which shewed that the lessors had no power to lease the premises. The only reasonable meaning of the stipulation, said PARKER, V.C., was that inquiry was altogether precluded for every purpose, and such a stipulation, he observed, was lawful.

The above cases were discussed by NORTH, J., in *Re National Provincial Bank and Marsh* (*suprà*), where the condition was that the title prior to a conveyance dated in 1869 should "not be required, investigated, or objected to," and, in reliance upon *Hume* v. *Bentley*, he held that the purchaser was not entitled to raise a defect discovered *aliunde* as an objection to the title on a summons under the Vendor and Purchaser Act, 1874, and he could not consequently, upon the summons, obtain the return of the deposit. But the learned judge pointed out that he was not deciding that the purchaser was bound to accept the vendor's title if it should turn out to be a bad one. In *Hume* v. *Bentley*, indeed, the purchaser was held to be precluded from raising the objection, and at the same time a decree for specific performance was made against him, but PARKER, V.C., was careful to observe that the objection was such as did not interfere with the safety of the purchase, and he intimated that had the title been really bad he would not have forced it on the purchaser. In other words, the condition binds the purchaser in proceedings in which the vendor has to make a good title simply *according to the contract*, and he cannot go behind the condition and ask for a return of the deposit on the ground that the title is, in fact, bad; while, at the same time, the court will not exercise its jurisdiction in specific performance, and compel him to accept a title which is substantially defective.

In *Scott* v. *Alvarez* (*suprà*) the conditions upon a sale of leasehold property provided that the purchaser should be furnished with an abstract of the underlease, dated in 1867, by virtue of which the property was held, and of an assignment of the underlease dated in 1891, and that he should not make any objection or requisition in respect of the intermediate title, notwithstanding any reference to such title contained in the assignment, but should assume that the assignment vested in the assignees a good title for the residue of the term. The vendor was a mortgagee selling under a power of sale, and his solicitor, when he framed the conditions, was aware of certain informalities affecting the intermediate title, but did not suspect it to be seriously defective. From information which he supplied to the purchaser, the latter entertained doubts as to the goodness of the title, and, on the strength of these doubts, he took out a vendor and purchaser summons for a declaration that the title was not such as he ought to be compelled to accept, and for a return of the deposit. Upon this KEKEWICH, J., made an order in his favour, but his decision was reversed by the Court of Appeal, which held that mere suspicion was not sufficient to enable the purchaser to escape from the condition.

Subsequent inquiry, however, not only confirmed the suspicions which the purchaser entertained, but shewed that the vendor's title was altogether bad. A document purporting to operate as a gift of the property turned out to be a forgery, and the title was further affected by the suppression of a will and by a breach of trust. These facts having been discovered, the purchaser refused to complete, notwithstanding the order of the Court of Appeal, and the vendor commenced an action for specific performance, the purchaser counter-claiming for a declaration that a good title had not been shewn, and for a return of his deposit. KEKEWICH, J., however, again decided in favour of the purchaser (1895, 1 Ch., p. 621). The condition, he said, did not absolutely preclude the purchaser from inquiry into the intermediate title. Its weakness lay in the word "notwithstanding" and the sentence depending on it. This, in the opinion of the learned judge, distinctly left it open to make objections in respect of the intermediate title, provided they were based on knowledge derived from sources other than the assignment. But the Court of Appeal have held that this was too narrow a view of the condition, and that, upon the true construction of it, the purchaser was bound absolutely to assume that a good title vested in the assignee under the assignment of 1891. Consequently, the vendor had made out a title according to the contract, and the purchaser was precluded from recovering the deposit. But this strict construction of the contract did not govern the question of the exercise of the jurisdiction of the court to order specific performance, and here the Court of Appeal declined to help the vendor. There was no instance, it was said, in which a court of equity had compelled a purchaser to accept an obviously bad title, and the court accordingly upheld the decision of KEKEWICH, J., so far as he had declined to order specific performance.

In the result the decision affirms the principle that a condition may be so worded as effectually to preclude objections or requisitions—provided, of course, that it is not misleading by reason of its requiring the purchaser to assume what the vendor knows to be untrue (*Re Banister*, 12 Ch. D. 1; *Re Sandbach & Edmondson's Contract*, 1891, 1 Ch. 99)—so far as these may result in shewing that the vendor has not made a good title according to the contract, and consequently it may secure the vendor against a claim for the return of the deposit, and for the purchaser's costs of investigating the title; but should the title be discovered by the purchaser to be absolutely bad—to be not even a good holding title—no condition, however stringently

framed, will enable the vendor to compel the purchaser to accept the title and complete. In other words, a title which a vendor has acquired without knowledge of its defects he may be unable to pass on to a purchaser. This latter result is apparently just. The vendor has incurred a loss, and with him it must lie. But the distinction which makes the contract bad for one purpose and good for another seems to be open to question, and if a contract is such that the court will not enforce it, probably the better course would be to allow the purchaser to avoid it altogether.

PROHIBITED HOURS.

I.

NOTWITHSTANDING many decisions on the Licensing Acts of 1872 and 1874, uniformity of practice in the inferior courts has not yet been attained, and many points still remain in which doubt may arise in regard to the rights and duties of persons affected by the Acts.

These questions may be grouped into three divisions—those affecting the legal rights and duties of the landlord; those of the lodger, *bond fide* traveller, and traveller by railroad while at railway refreshment rooms; and those of the guests of any of the foregoing classes of persons.

I. *Rights and duties of the landlord.*—Notwithstanding a current, but (it is submitted) an ill-founded, opinion to the contrary, the rule of the earlier law that a landlord is entitled to give (not sell) liquor during prohibited hours is still in force, and the penalties of the Licensing Acts apply solely to sales or intended sales. The better opinion appears to be that the enabling section 30 of the Act of 1874, authorizing a landlord to entertain his private friends during prohibited hours, does not impair his wider privilege of the earlier law to give liquor to anyone. The current assumption to the contrary is really based on the theory that the Licensing Acts of 1872 and 1874 profess to be a complete code of the rights and duties of the landlord, and that consequently the rule *expressio unius est exclusio alterius* applies. There is no express decision on the point, therefore there is nothing but this obviously untenable theory to support the current opinion. The history of the question is briefly as follows.

It was decided in 1862 that a landlord was legally entitled to give liquor as a pure gift and without anything which "amounted to a selling" to any person during prohibited hours (*Petherick* v. *Sargent* 6 L. T. 48) and that he was not liable for so doing under section 15 of 3 & 4 Vict. c. 61 (now repealed). That section enacts that no person "shall have or keep his house open for the sale of beer or cider, nor shall sell or retail beer or cider, nor shall suffer any beer or cider to be drunk or consumed in or at such house" during prohibited hours. Notwithstanding the dictum of Lord COLERIDGE, C.J., in *Corbet* v. *Haigh* (L. R. 5 C. P. D. 50) to the effect that the landlord might have been held liable in that case for what was admittedly a pure gift, it seems probable that the broader exemption of *Petherick* v. *Sargent* may still be relied on by the landlord, inasmuch as section 30 of the Licensing Act, 1874, may be held to be only declaratory of the law in one particular case, and not by implication excluding the broader exemption.

This becomes more probable when it is considered that a contention was at one time raised that a conviction was valid under the 3rd section, which merely provides that licensed houses should be closed during prohibited hours. But the court in *Brigden* v. *Heighes* (34 L. T. 242), shewed that the closing referred to in the 3rd section meant closing for the objects defined in the 9th section. Otherwise a *reductio ad absurdum* would follow. A landlord requiring to open the door for the purpose of leaving his house might be held liable to punishment. The only provisions of the Licensing Acts under which the landlord could possibly incur liability for giving away liquor during prohibited hours are therefore contained in section 9 of the Act of 1874. As MELLOR, J., points out "The 3rd section, unless taken with the 9th section, amounts to nothing, for the conviction can only be made under the 9th section." *Brigden* v. *Heighes* (34 L. T. 242). Now the 9th section prohibits a licensed person from (1) selling or exposing for sale any intoxicating liquor, or (2) opening or keeping open his premises for the sale of intoxicating liquor, or (3) allowing intoxicating liquor, although purchased before the hours of closing, to be consumed on the premises. The last portion of the section, as is shewn by HAWKINS, J., in *Pine* v. *Barnes* (L. R. 20 Q. B. D. 221), "seems intended to apply to such a case as that of a man who, not being a *bond fide* traveller, purchases liquor before the hours of closing and stays on the premises to drink it afterwards."

It is clear, therefore, that the essence of the offence under each portion of the section is the sale or intended sale of intoxicating liquors. The great similarity of this section to the section of the Act of 1840, upon which *Petherick* v. *Sargent* was decided, deserves notice. The conclusion must be that although magistrates may in particular cases carefully scrutinize the genuineness of the defence of "pure gift," and may under special circumstances feel bound to put in force the implication of section 62 of the Licensing Act, 1872 (by which "proof of consumption or intended consumption of intoxicating liquors" on licensed premises "shall be evidence that such liquor was sold to the person consuming or being about to consume the same by or on behalf of the landlord") nevertheless, wherever the magistrates are convinced that there was "nothing which amounted to a selling" the landlord cannot be convicted of any offence against the Act.

On the other hand, it is to be noticed that notwithstanding the exemption contained in section 30 of the Act of 1874, a landlord may be convicted under section 17 of the Act of 1872 for suffering gaming to be carried on in his premises although it be carried on by his private friends at a private entertainment. In other words, he is liable if his private friends play cards for money: *Osborne* v. *Hare* (10 J. P. 759). And again, by what is judicially declared to be a "great anomaly," he will be liable under 8 & 9 Vict. c. 109, s. 13, for allowing persons to play on a public billiard table during prohibited hours, even though the players be *bond fide* lodgers (*Ovenden* v. *Raymond*, 40 J. P. 727). This rule would presumably apply to the landlord's private friends as well as his lodgers.

It cannot be said, therefore, that the law has on this point attained to an ideal degree of simplicity and symmetry, even though the landlord's right to make gifts be wider than is commonly supposed.

REVIEWS.

THE LAW OF PROPERTY.

THE LAW OF PROPERTY, INCLUDING ITS NATURE, ORIGIN, AND HISTORY. By REGINALD A. NELSON, B.A., LL.B., Barrister-at-Law, Principal of the Law College and Fellow of the University of Madras. Madras: Srinivasa, Varadachari, & Co; London: Sweet & Maxwell (Limited).

The learned author of this work certainly carries his investigations into the origin of property sufficiently far back. The writings of Sir Henry Maine are modern history compared to Mr. Nelson's biological and sociological speculations on the early habits of man and his "animal relatives," to wit, the gorilla and the chimpanzee. Surer ground is reached in Part III., which contains a statement of the results of recent research into the history of property down to the time of the feudal system and of the organisation of the manor. The greater part of the book is occupied by Part IV., in which the English law of property is dealt with, reference being also made to the Anglo-Indian Codes, especially to the Indian Trusts Act. In the main the author has performed his task very successfully. His arrangement, save that the Bills of Sale Acts are noticed under "real property," is good, and his style is clear. But in several instances he has omitted to take note of recent legislation. In treating of contingent remainders (p. 235) he refers to 8 & 9 Vict. c. 100, s. 8, by which contingent remainders are saved from destruction in consequence of the forfeiture, surrender, or merger of the particular estate, but he overlooks 40 & 41 Vict. c. 33, and says that the remainder is still liable to be destroyed by the natural determination of the prior estate. In treating of voluntary conveyances (p. 290) he gives the reader no intimation that under the Voluntary Conveyances Act, 1893, they are now protected against subsequent sales. A useful history of the law of mortmain (p. 381) terminates with a remark that the Georgian Mortmain Act was repealed and re-

enacted without material change by the Act of 1888, but the Act of 1891 is quite ignored. Indeed at p. 313 it is said expressly that devises of land to charitable purposes are void. And it should have been pointed out that Thellusson's Act requires to be read in connection with the Accumulations Act, 1892. Biology may be of importance with respect to the origin of property, and there may be examiners who expect students to balance the views of McLennan and Lubbock on the question of promiscuity against the more reputable views of the author, who, in a sentence of somewhat doubtful grammar (p. 32), credits early man and also the great apes with being either polygamous or monogamous, but we incline to think that the ordinary examiner is keener upon sound views of the most recent Acts. As the work—to quote from the preface—"is primarily designed for the use of students of the English Law of Real and Personal Property," these errors should not have been made. While, however, it is proper to call attention to them, it must be remembered that the book has been written and printed in India, and the omissions are capable of easy correction in a subsequent edition. The book as a whole is an able and scholarly production, and we have read it with interest.

INTERNATIONAL LAW.

PRIVATE INTERNATIONAL LAW. By Sir WILLIAM HENRY RATTIGAN, LL.D., Barrister-at-Law, Vice-Chancellor of the University of the Punjab. Stevens & Sons (Limited).

Sir William Rattigan's aim in the present work has been to produce a text-book more suited to the wants of law students, especially of students studying for a law degree at some one of the Indian universities, than the existing treatises. The first chapter, which treats of the growth and general theory of private international law, is perhaps the least successful part of the book. For its proper understanding it requires a knowledge of the subject which no one but an expert would possess, and it is too difficult to form a satisfactory introduction to a work which professes to be elementary. The second chapter, on nationality and domicil, presents more practical matter for discussion. The conditions which determine nationality and domicil respectively are well stated, and prominence is given to the difference of opinion as to which qualification should govern questions of status; nations subject to the French Civil Code, or some adaptation of it, adhering to nationality as the determinant principle for both political and civil status, while Prussia, England, and the United States adopt the principle of domicil. The same subject is continued in the next chapter in connection with the capacity to contract. Upon this point there is a well-known dispute as to whether the capacity should depend on the law of the place of contract or on the law of the domicil. In *Sottomayor* v. *De Barros* (3 P. D., p. 5) the Court of Appeal uttered a *dictum* in favour of the law of domicil, and Sir William Rattigan observes that this will probably be followed by all courts of first instance. It has in fact been followed by Stirling, J., in *Re Cooke's Trusts* (56 L. J. Ch. 637). It is to be remembered, however, that *Sottomayor* v. *De Barros* related only to capacity to enter into a contract of marriage, a matter which rests upon special considerations; and it was admitted in the House of Lords in *Cooper* v. *Cooper* (13 App. Cas. 88) that the question was not finally settled. The subject of contract is further considered in chapter V. The House of Lords has decided, in *Hamlyn* v. *Talisker Distillery* (1894, App. Cas. 202), that the law which is to govern the construction of the contract and to determine the rights arising out of it depends on the intention of the parties, and in view of this decision it is unnecessary to determine between different laws—the *lex loci contractus*, the *lex loci solutionis*, &c.—which have been suggested as applicable by different writers. But in other aspects, as, for instance, in respect of the law governing the formalities of contracts, the subject requires to be discussed, and Sir William Rattigan does so adequately and clearly. The last chapter deals with procedure, and prominence is naturally given to the recent case of *Sirdar Gurdyal Singh* v. *Rajah of Faridkote* (1894; A. C. 670), in which the Privy Council decided that personal actions can be brought only in the courts of the country where the defendant resides, not in the courts of the country where the cause of action arose. The above are some of the topics with which Sir William Rattigan deals. His work forms a valuable contribution to the study of private international law, and will be acceptable, not only to students, but to all who are interested in the subject.

ELECTION LAW.

ROGERS ON ELECTIONS. VOL. II. PARLIAMENTARY ELECTIONS AND PETITIONS, WITH APPENDICES OF STATUTES, RULES, AND FORMS. SEVENTEENTH EDITION. By S. H. DAY, Esq., Barrister-at-Law. Stevens & Sons (Limited).

A book that has stood the test of sixteen editions, several being under the present editorship, hardly needs any review other than a notice of its appearance. Promptly to the needs of the time the seventeenth edition is issued, and, as might be expected, it is as complete as its predecessors, and as up to date. It can hardly be that a General Election can pass without allegations of corrupt or illegal practices on one side or the other, and doubtless some election agents have hastened to procure the very latest edition in the hope of unseating the successful politician. The law as to undue influence has been extensively illustrated of late years, especially in the sister isle, and the *dicta* of the Irish judges will afford a useful guide. It should be mentioned that the Corrupt and Illegal Practices Prevention Act, 1895, which only received the royal sanction on the 6th of this month, is to be found on p. 626a; that the reports of the Committee as to vacating of seats upon succession to the peerage, (20th of May, 1895), and as to the succession to the Earldom of Selborne (21st of May, 1895), are both in the book; and that several facsimiles of voting papers, with the adjudications upon them, are given. The editor has again been assisted in the preparation of this edition by Mr. C. Willoughby Williams, of Lincoln's-inn.

SETTLEMENT AND REMOVAL OF PAUPERS.

THE LAW OF SETTLEMENT AND REMOVAL OF PAUPERS. By A. F. VULLIAMY, Solicitor and Clerk to the Guardians of the Ipswich Union. Knight & Co.

Mr. Vulliamy deserves great credit for having produced a book which is perhaps the most concise of all that deal with his subject, a book that can be commended to removal officers, clerks of guardians, and clerks of magistrates. The struggle for conciseness has been so severe that it has occasionally, but not often, given rise to an awkwardness of expression which approaches obscurity. The main part of the book occupies 152 pages, and then comes an appendix containing statutes, a list of parishes and poorhouses in Scotland, and a list of unions in Ireland. The indices of statutes and cases are at the end instead of the beginning, which latter, as experience has shewn, is the most convenient.

The author asks that his readers should acquaint him with any defects, and we may, therefore say that there are some repetitions which might have been avoided, and, in particular, some which seem to be caused by the rather illogical arrangement of separating "irremovability" from "orders of removal" by the chapters on acquiring a settlement, which they should both follow. Again, there is no such thing as settlement by estoppel, and although the author has invented this division as a matter of convenience (which it occasionally may be), it is well always to adhere to the rule that what is scientifically wrong cannot in the long run be practically right. As a point of arrangement it would be better to have a separate chapter on evidence, much of which is to be found under "appeals from orders of removal," and also scattered through the book, and under this new chapter "estoppel" would naturally find its place. It is not necessary to create an estoppel that an order of removal should be acted upon. It is sufficient if it is not abandoned. It is hardly necessary in a book like the present to set out the obsolete law on settlement by serving an office and by hiring and service.

Apart from professional interests, there is something to regret in the growth of this voluminous and expensive case law, and there is much to be said for the proposal to refer all disputes as to settlements, as far as regards the parishes concerned, to the Local Government Board, who might well decide on less than full legal evidence.

BOOKS RECEIVED.

The Law relating to Building Societies, with Appendices, containthe Statutes, Regulations, Act of Sederunt, and Precedents of Rules and Assurances. By EDWARD ALBERT WURTZBURG, Barrister-at-Law. Third Edition. Stevens & Sons (Limited).

The Statutes of Practical Utility, arranged in Alphabetical and Chronological Order, with Notes and Indexes. Being the Fifth Edition of Chitty's Statutes. By J. M. LELY, Barrister-at-Law. Vol. X.—"Property and Income Tax" to "Religious Worship." Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Selden Society. Select Pleas in the Court of Admiralty. Vol. I.—The Court of the Admiralty of the West (A.D. 1390-1404) and the High Court of Admiralty (A.D. 1527-1545). Edited for the Selden Society by REGINALD G. MARSDEN. Bernard Quaritch.

It is noteworthy, says the *St. James's Gazette*, that no will disposing of a million in personal estate has been reported since the Finance Act of 1894 came into operation. The principle that the person who buys one pound of tea ought to pay more in duty than two persons who buy half a pound each does not seem to find favour, especially when the buyer of the pound packet has half a dozen children and the other two buyers have none. And this is in effect the principle which Sir William Harcourt laid down.

CORRESPONDENCE.

COSTS OF SOLICITOR-MORTGAGEES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your excellent article in this week's issue on the new Act omits to touch on a point which is of considerable public importance. Does the Act go so far as to enable a solicitor-trustee who advances trust moneys to charge the usual costs?

The Act certainly seems to imply as much, but does not the old and very desirable rule that a trustee may not make a profit out of his own trust step in the way? S. & C.

London, July 24.

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Friday, the 19th day of July, 1895.

Whereas, from the present state of the business before Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling and Mr. Justice Romer respectively, it is expedient that a portion of the causes assigned to Mr. Justice Chitty, Mr. Justice North and Mr. Justice Stirling should for the purpose only of hearing or of trial be transferred to Mr. Justice Romer; Now I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto, be accordingly transferred from the said Mr. Justice Chitty, Mr. Justice North and Mr. Justice Stirling to Mr. Justice Romer, for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice CHITTY.

1895.

Patrick v Forster 1893 P 1,909 May 8
In re Griffiths Griffiths v Jones 1894 G 2,135 May 14
Wildman v Kitchen 1895 W 156 May 15
Trowell v Round, Green, & Co 1894 T 2,045 May 16
Dear v Eeles 1894 D 694 May 18
Charles v Butson 1894 C 4,374 May 18
Clifford v Phillips 1895 C 335 May 20
Jacob v Bristol & Clifton Permanent Building Soc 1894 J 628 May 20
Lord Wimborne v Bargoed Coal Co, ld 1893 W 3,117 May 21
Maxwell v School Board for London 1894 M 3,243 May 24

SECOND SCHEDULE.

From Mr. Justice NORTH.

1895.

Moysey v Durham 1895 M 735 May 15
Haxell v Haxell 1895 A 733 May 16
Taylor v Newcombe 1895 T 144 May 16
Coate v Churchill 1894 C 3,438 May 18
Jones v Roberts 1894 J 1,337 May 20
Cobb v Stringer 1895 C 141 May 22
The Farmers' & Cleveland Dairies Co ld v Watson 1893 F 2,062 May 22
Attorney-General v Stone 1895 A 402 May 24
Dey v Baber 1895 D 145 May 28
Brinsmead & Sons v Brinsmead 1895 B 329 May 30
Corrall v Pearce 1894 C 2,434 June 5
Corrall v Vestry of Parish of St. Leonard, Shoreditch 1894 C 2,436 June 5
Chandler v Chandler 1895 C 337 June 6
Bartlett v Horace Marshall & Son 1894 B 5,417 June 7
In re Davidson Forbes v Ingram 1893 D 282 June 8

THIRD SCHEDULE.

From Mr. Justice STIRLING.

1895.

Dawson v Baker 1895 D 554 May 23
Tibbatts v Boulter 1895 T 59 May 24
Lister v Creagh 1894 L 1,435 May 24
Lynde v Anglo-Italian Hemp Spinning Co. ld 1894 L 2,880 June 6
Bagnall v Bagnall 1895 B 52 June 6

HALSBURY, C.

List of the thirty actions transferred to Mr. Justice Romer, placed in the order in which they appear in the cause book:—

Patrick v Forster
Re Griffiths Griffiths v Jones
Wildman v Kitchen
Moysey v Durham
Trowell v Round, Green, & Co
Haxell v Haxell
Taylor v Newcombe
Dear v Eeles
Charles v Butson
Coate v Churchill
Clifford v Phillips
Jacob v Bristol and Clifton Permanent Building Society
Jones v Roberts
Lord Wimborne v Bargoed Coal Co (Limited)
Cobb v Stringer
The Farmers and Cleveland Dairies Co (Limited) v Watson
Dawson v Baker
Maxwell v School Board for London
Attorney-General v Stone
Tibbatts v Boulter
Lister v Creagh
Dey v Baber
Brinsmead & Sons v Brinsmead
Corrall v Pearce
Corrall v Vestry of Parish of St. Leonard, Shoreditch
Chandler v Chandler
Bartlett v Horace Marshall & Son
Lynde v Anglo-Italian Hemp Spinning Co (Limited)
Bagnall v Bagnall
Re Davidson Forbes v Ingram

ORDER OF COURT.

Thursday, the 18th day of July, 1895.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby transfer the action mentioned in the schedule hereto to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice KEKEWICH (1895—G.—No. 1097).

Between David Gulland (on behalf of himself and the other debenture-holders of the defendant company), Plaintiff, and the Hotel Press, Limited, Defendant. HALSBURY, C.

CASES OF THE WEEK.

Court of Appeal.

BOWER & CO. v. HETT—No. 1, 23rd July.

BANKRUPTCY—EXECUTION—MONEY PAID "UNDER AN EXECUTION"—"TO AVOID SALE"—SHERIFF NOT IN POSSESSION—PAYMENT TO SHERIFF BY STRANGER—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 11, SUB-SECTION 2.

Appeal from the Queen's Bench Division (Lord Russell, C.J., and Charles, J.), reversing the judgment of the county court judge of Hull (reported *ante*, p. 486, 43 W. R. 557). The plaintiffs, on the 28th of September, 1894, recovered judgment in the Brigg County Court against one Denton for £23 15s. 8d., and on the 29th of September a warrant of execution was delivered to the defendant, the high bailiff of the Brigg County Court. On the 1st of October the defendant went to Denton's premises, and took possession of the goods, but an arrangement was made between Denton and the defendant that the defendant should not remain in possession, it being agreed that the defendant should be at liberty to retake possession whenever he chose. The defendant accordingly went out of possession, and Denton continued to carry on his business on the premises. On the 2nd of October Denton absconded, and on the 3rd of October Denton's manager looked up the premises and handed the key to the defendant. On the same day Denton's father saw the defendant, and offered to pay the amount of the judgment debt if the defendant would give him the key. The key was accordingly handed to Denton's father, and on the 4th of October the father paid the defendant the amount of the judgment debt. On the 15th of October a bankruptcy petition was presented against Denton, on which he was adjudicated bankrupt. On the 16th of October the official receiver gave the defendant notice of the petition, and also not to part with the money, and on the 12th of November the defendant paid over the money to the official receiver. The plaintiffs thereupon brought this action to recover the £23 15s. 8d. as money had and received to their use. The defendant justified his paying over the money to the official receiver under section 11, sub-section 2, of the Bankruptcy Act, 1890, which provides that "where under an execution in respect of a judgment for a sum exceeding £20 the goods of a debtor are sold or money is paid to avoid sale, the sheriff shall deduct his costs of the execution from the proceeds of the sale or the money paid, and retain the balance for fourteen days, and if within that time notice is served on him of a bankruptcy petition having been presented against or by the debtor, and a receiving order is made . . . the sheriff shall pay the balance to the official receiver." The Divisional Court, reversing the decision of the county court judge, gave judgment for the plaintiffs. The defendant appealed.

THE COURT (LORD ESHER, M.R., and KAY and A. L. SMITH, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that, after the seizure on the 1st of October, the defendant went out of possession under an arrangement with the debtor that he might retake possession when he chose. The defendant, however, never retook possession. The key of the premises was handed to him, but he never went in again and seized the goods. The debtor's father then paid the defendant the amount of the judgment debt on the defendant handing him the key and undertaking not to seize again. That money was paid to the defendant to be handed over to the execution creditors, and the defendant received it on their behalf. The defendant

could not get rid of the obligation to pay it over to the execution creditors unless section 11, sub-section 2, of the Bankruptcy Act, 1890, applied. The conditions precedent to the application of that sub-section were that the money must have been paid "under an execution" and "to avoid sale." The money here was not paid to the defendant under an execution because there was no execution in at the time. Nor was it paid to avoid a sale, as the defendant was not in possession, and was not proceeding to sell. It was paid to avoid a seizure. Therefore the section did not apply, and the defendant was bound to pay the money to the plaintiffs.

KAY, L.J., concurred. He desired to reserve his opinion upon the point whether, if money was paid under an execution and to avoid a sale, it must be the money of the judgment debtor. The section did not state whose money it must be, and, as it was not necessary to decide the point, he reserved his opinion upon it.

A. L. SMITH, L.J., concurred.—COUNSEL, *Cyril Dodd*, Q.C.; *Montague Lush* and *Sidney Clarke*. SOLICITORS, *Collyer-Bristow & Co.*, for *Laverack & Son*, Hull; *Oldman, Clabburn, & Co.*, for *C. E. Gresham*, Hull.

[Reported by W. F. BARRY, Barrister-at-Law.]

ALLEN *v.* LONDON COUNTY COUNCIL—No. 2, 22nd July.

METROPOLIS—"STREET, PLACE, OR ROW OF HOUSES" IN WHICH BUILDING SITUATE—DETERMINATION OF—SUPERINTENDING ARCHITECT—MAGISTRATE—METROPOLIS LOCAL MANAGEMENT ACT, 1862 (25 & 26 VICT. c. 102), s. 75.

Appeal of the plaintiffs from a decision of the Divisional Court upon a special case stated by a metropolitan magistrate. The plaintiffs, in November, 1894, began to erect four shops and houses upon land at the corner of Birchington-road and Kilburn High-road, with a frontage of 22 feet to Kilburn High-road and 58 feet to Birchington-road. The front to Birchington-road extended 16 feet beyond the general line of buildings fixed by the superintending architect of the London County Council. The architect's certificate stated that the main fronts of the buildings in a certain row of houses formed the general line of buildings on the north-western side of Birchington-road, "in which road the building in question is situate." Section 75 of the Metropolis Management Act, 1862, provides that "no building, structure, or erection shall, without the consent in writing of the Metropolitan Board of Works [now the London County Council], be erected beyond the general line of buildings in any street, place, or row of houses in which the same is situate, . . . such general line to be decided by the superintending architect." The magistrate ordered the demolition of the building in question so far as it projected beyond the line, and the Divisional Court (Wills and Wright, JJ.) affirmed that decision, their lordships being of opinion that the certificate had determined that the building was situate in Birchington-road, and also, upon the authority of *London County Council* v. *Cross* (66 L. T. N. S. 731, 40 W. R. Dig. 148), that that decision of the architect was binding on the magistrate. The plaintiffs appealed, and contended, among other things, that under section 75 it was the function of the magistrate, not of the architect, to decide whether the house was situate in Birchington-road.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., after stating that in his opinion the certificate did decide that the plaintiffs' house was situate in Birchington-road, said: The following circumstances must coexist in order to justify an order for demolition under section 75, viz.:—(1) There must be a building, structure, or erection of some sort. (2) That building, structure, or erection must be erected with the written consent of the Metropolitan Board of Works (or now of the County Council). (3) That building, structure, or erection must be in some street, place, or row of houses. (4) That street, place, or row of houses must have a general line of building. (5) This line of building—*i.e.*, the line of building of the street, place, or row of houses in which the building complained of is situate—must be decided by the superintending architect appointed by the Metropolitan Board of Works (or now by the County Council). (6) Lastly, the building, structure, or erection must be erected beyond the line so decided. What is left to the decision of the architect is the existence and exact position of the general line of building of the street, place, or row of houses (if any) in which the building, &c., complained of has been erected. In case of dispute the magistrate must decide all the other matters referred to—*e.g.*, whether the building, &c., complained of is one to which section 75 applies, especially having regard to section 74; whether the necessary consent has been given; whether the building, &c., is in a street, place, or row of houses, "street" being interpreted as directed in section 112; whether the building, &c., has been erected beyond the general line of building for that street, &c., as decided by the superintending architect. Such is, in my opinion, the true construction of the section, and of the decision in *Spackman* v. *Plumstead Board of Works* (33 W. R. 661, 10 App. Cas. 229), which set at rest the doubt whether the magistrate could review the architect's decision as to the general line of building. So far the interpretation of the statute is reasonably plain. But then it is said that the question still remains, who is to determine whether the building complained of is in the particular street, place, or row of houses to which the architect's certificate is applicable. This is the point on which Lords Watson and Bramwell differed in *Barlow* v. *Vestry of St. Mary Abbotts* (34 W. R. 521, 11 App. Cas. 257). A careful perusal of Lord Herschell's judgment has led me to the conclusion that he agreed with Lord Watson, and that Lord Fitzgerald took the same view. There is much to be said for this interpretation of the Act; for, the object of the Act being to regulate lines of building, the architect, rather than the magistrate, seems naturally to be the person to say to what line of building a particular house should conform. The general line of building which the architect is to decide is "such general line," and by "such" is meant the general line for the street, &c., in which the house in question is. The architect might no doubt assume, without deciding, that the building complained of was in a particular street, place, or row of houses, and simply certify the general line of buildings of that street, &c., leaving the magistrate to determine whether after all the building was in the street, &c., to which the certificate applied. But this would be to deprive the architect's certificate of half its value, and the interpretation which leaves him to decide what building line is to be conformed to seems to be preferable to an interpretation which leaves that question to the magistrate. For these reasons, and thinking, as I do, that this view of the section is more in conformity with the decision of the House of Lords in *Barlow's case* than the interpretation contended for by the appellants, I have come to the conclusion that this appeal ought to be dismissed. The architect's certificate here, taken with the plan, supplies the omission which led to the decision in *Barlow's case*, and does certify, with sufficient clearness, that the appellants' house is not only in Birchington-road, but is in the row of houses the building line of which is defined.

LOPES and RIGBY, L.JJ., concurred.—COUNSEL, *Channell*, Q.C., and *Macmorran*; *Horace Avory*, and *F. F. Daldy*. SOLICITORS, *Last & Sons*; *W. A. Blaxland*.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

WARD *v.* MONAGHAN—No. 2, 18th July.

COVENANT—LIQUIDATED DAMAGES—PENALTY—PUBLIC-HOUSE—STIPULATION THAT TENANT ON CONVICTION FOR ANY OFFENCE UNDER THE LICENSING ACTS SHOULD THEREUPON PAY £50 BY WAY OF LIQUIDATED DAMAGES.

This was an appeal from the decision of a divisional court (Lord Russell, C.J., and Charles, J.) reversing the decision of the county court judge at Blackburn, who had decided in favour of Monaghan, the defendant in the action. The facts were these: In October, 1894, W. Ward, as manager of a brewery company, entered into an agreement with Monaghan, by which he agreed to let to him from the 13th of September following for one year, and after that date from year to year, a beer-house known as The Hornby's Arms, Blackburn. The material covenant in the lease was as follows: "And [the lessee] also will not carry on or suffer to be carried on upon any part of the said premises any trade or business other than the business of an innkeeper or beer retailer. And will not do or suffer to be done on the premises or elsewhere, or omit or suffer to be omitted, any act contrary to the provisions of any licensing Act for the time being in force whereupon a conviction shall be made before a court of summary jurisdiction or otherwise, and will in that event immediately after conviction pay to the lessor the sum of £50 as and by way of liquidated damages for any and every such act, and that every such sum shall be recoverable by action at law or by distress upon the premises, as for rent in arrear on a common demise in the same manner as the rent hereby reserved, and shall not in any way abridge, diminish, or otherwise prejudice the lessee's claim to damages for any breach of the covenant next hereinafter contained. And also will not do or suffer to be done on the premises or elsewhere, or omit or suffer to be omitted any act whereby the licences necessary for using the said premises as a public-house may be forfeited, suspended, or the renewal thereof withheld." In September Monaghan duly took over possession of the public-house, but in December gave notice to quit in the following March, which notice was accepted by his landlord. In the meantime, in January, he was convicted of having sold beer to certain customers during prohibited hours, and incurred a nominal fine. The conviction was not endorsed on the licence. His landlord thereupon claimed £50 under the covenant, and the county court judge decided against the claim, on the ground that such a covenant was too large, and was in fact a penalty, and adjudged the plaintiff instead £5 by way of damages. From that decision Ward appealed to the Divisional Court, who allowed the appeal (*ante*, p. 485). The case now came before the Court of Appeal. For the appellant, Monaghan (the lessee), it was submitted that the £50 was made payable "in respect of non-performance of any of several matters of varying importance," for although the event on which it was made payable was "conviction," yet the sum was then to be paid "by way of liquidated damages" for doing the "act" upon which the conviction was founded. Under the clause, therefore, if construed literally, the sum of £50 might be payable in respect of the breach of any of the numerous provisions of the Licensing Acts, the breach of some of which might be punished as in this case, by a nominal fine, whilst for others a fine of £100 might be inflicted. £50 was too large a sum to be given as damages for such an offence as that committed by the appellant, and in fact the county court judge had assessed the real damage at £5. It was really a penalty, and its character was not altered by the attempt of the parties to describe it as "liquidated damages." The following cases were cited: *Astley* v. *Weldon* (2 B. & P. 346), *Kemble* v. *Farren* (6 Bing. 141), *Wallis* v. *Smith* (21 Ch. D. 243), *Davies* v. *Fenton* (6 B. & C. 216), *Horner* v. *Flintoff* (9 M. & W. 678), *Magee* v. *Lavell* (L. R. 9 C. P. 107), *Re Newman* (4 Ch. D. 724), *Law* v. *Local Board of Redditch* (1892, 1 Q. B. 127), and *Dickson* v. *Lough* (18 L. R. Ir. 518).

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.), dismissed the appeal without calling upon the respondent.

LINDLEY, L.J., in delivering judgment, said that the law relating to "liquidated damages or penalty" was difficult of application in certain cases, but in this particular case there was, in his opinion, no difficulty at all. [His lordship stated the facts of the case and read the covenants in the lease, and continued:—] Upon the true construction of the document the sum of £50 was payable only after conviction for a breach of any of the provisions of the Licensing Acts. It was not payable for breach of the covenant to pay rent or for the breach of any covenant to pay a liquidated sum. It was only payable after a conviction under the

Licensing Acts. This case was, therefore, well within the line drawn between liquidated damages and a penalty. On the grounds which his lordship had stated, he knew of no principle or authority which prevented a covenant of the present kind from being construed as a covenant to pay liquidated damages. The appeal must therefore be dismissed with costs.

LOPES, L.J., said that the first thing was to look at the intention as expressed in the document. The only case in which the sum of £50 was payable was in the event of a conviction under the Licensing Acts. The canon of construction laid down in the authorities, such as *Law* v. *Local Board of Redditch* (*ubi supra*), was that if a sum of money was payable on the happening of one event and one event only, and was expressed to be payable by way of liquidated damages, that sum was payable by way of liquidated damages, and not by way of penalty. His lordship had no doubt but that that was the intention of the parties in this case. He thought, therefore, that the case was clearly within the authorities, and that the decision of the court below was right, and must be affirmed.

RIGBY, L.J., gave judgment to the same effect.—COUNSEL, *Frank Newbolt; Herbert Reed*, Q.C., and *Thomas Terrell*. SOLICITORS, *Pritchard, Englefield, & Co.*, for *R. Riley*, Blackburn; *F. J. Thairlwall*, for *Ainsworth, Sanderson, & Howson*, Blackburn.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

Re **ISAAC JONES AND THE JUDGMENTS ACT, 1864**—Chitty, J., 23rd and 24th July.

PRACTICE—EQUITABLE EXECUTION—APPOINTMENT OF RECEIVER—REVERSIONARY INTEREST IN REAL ESTATE—SALE—JUDGMENTS ACT, 1864 (27 & 28 VICT. c. 112).

Petition. On the 26th of February, 1895, the petitioner signed judgment against the respondent for £445 in an action of *Barnett* v. *Jones* in the Queen's Bench Division. On the 14th of March, 1895, Wright, J., made an order appointing a receiver of the rents, profits, and moneys receivable in respect of the respondent's reversionary interest expectant on the death of Elizabeth Williams in a leasehold house and shop and two freehold cottages in Aberavon, Glamorganshire. On the 15th of March, 1895, this order was registered under the Land Charges Registration and Searches Act, 1888 (51 & 52 Vict. c. 51). The petition asked for inquiries as to the amount due under the judgment, as to the respondent's interests which had been delivered in execution by the appointment of the receiver, and as to any incumbrances thereon; that the receiver might pay the amount due and in default that such interests might be sold and the proceeds distributed to the petitioner and any other persons entitled. The respondent did not appear. Counsel for the petitioner relied on *Re Cooper* (37 W. R. 330), but drew the court's attention to a passage in *Re Hamilton* (34 W. R. 203, 31 Ch. D. 291, 294), where Lindley, L.J., said that an estate in remainder could not be delivered in execution by the sheriff, and a court of equity could not during the continuance of the life estate deliver it in execution by the appointment of a receiver. Section 1 of the Judgments Act, 1864, provides that no judgment shall affect any land (of whatever tenure) until such land shall have been actually delivered in execution by virtue of a writ of *elegit* or other lawful authority in pursuance of such judgment.

CHITTY, J., said the object of the application in *Re Hamilton* was to obtain a charge on estates tail in remainder belonging to two infants, and the court held it had no jurisdiction to create such charge. In giving judgment Lindley, L.J., had made the remarks above stated. But in the case before him Wright, J., had appointed a receiver by way of equitable execution, such order having been made in the Queen's Bench Division, where the judgment was obtained. There had been no appeal from this order, which had been duly obtained. The result was that there had been a delivery in execution within the Judgments Act, 1864. It was hardly necessary to go through the authorities, but his lordship might refer to *Anglo-Italian Bank* v. *Davies* (27 W. R. 3, 9 Ch. D. 275, 283), where Jessel, M.R., stated that it had been decided that "actually delivered in execution" meant the same thing as "delivered in execution." His lordship added to that statement that the sheriff not only did not deliver actual possession, but only what was termed legal possession. He did not put the man in possession (see Chitty's Archbold, 886). The framers of the Judgments Act, 1864, were not aware of what the course of practice on *elegit* really was. The execution creditor might take possession, but it was often better to bring ejectment. The *elegit* creditor then got a writ of possession which the sheriff enforced. In the same case Jessel, M.R., stated the meaning of "other lawful authority" as referring to a court delivering the land in equitable execution by the appointment of a receiver as decided in *Hatton* v. *Haywood* (22 W. R. 356, L. R. 9 Ch. 229), and pointed out that the Judicature Act had rendered that mode of execution more available. In *Hatton* v. *Haywood* (at p. 233) Lord Selborne discussed the Judgments Act, 1864, and pointed out that by section 2 the word "land" included "all hereditaments corporeal or incorporeal or any interest therein." On the terms of the Act the word "interest" meant any interest whether it could or could not be taken under an *elegit*. The sheriff under the former law could deliver a reversion but not a remainder. In *Hatton* v. *Haywood* (at p. 236) James, L.J., said this delivery in execution must be understood, having regard to the subject-matter. It was in accordance with this case that in *Hood Barrs* v. *Cathcart* (43 W. R. 586) North, J., said he could find no limitation of the term "land." In that case there had been no appointment of a receiver by way of equitable execution. In *Tyrrell* v. *Painton* (43 W. R. 163; 1895, 1 Q. B. 204) the Court of Appeal had considered the effect of the appointment of a receiver by way of equitable execution of an equitable reversionary interest in the proceeds of sale of copyholds, and Lord Halsbury, in the presence of Lindley and Smith, L.JJ., said that it was the proper remedy when an *elegit* could not be issued. Lindley, L.J., said he had looked at the authorities but could not find that the Court of Chancery had ever appointed a receiver of an equitable reversionary interest. There was this difficulty, that during the life of the tenant for life there would be nothing for the receiver to receive. But he did not think this was a fatal objection, and he thought that if it had been shewn that a tenant for life was *in extremis* the Court of Chancery would have appointed a receiver of an equitable reversionary interest. He thought there was jurisdiction to do so. His lordship understood the remarks of Lindley, L.J., not as departing from what he said in *Re Hamilton*, but as clearly shewing that a receiver could be appointed of an equitable reversionary interest. The passage in *Re Hamilton* was not therefore sufficient ground for refusing to make the order asked for on the petition.—COUNSEL, *G. E. Cruickshank*. SOLICITOR, *Richard White*, for *David Seline*, Swansea.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re **FOVEAUX'S ESTATE, CROSS** *v.* **THE LONDON ANTI-VIVISECTION SOCIETY**—Chitty, J., 11th, 16th, 23rd July.

CHARITY—CHARITABLE PURPOSES—ANTI-VIVISECTION SOCIETY—INTENTION TO BENEFIT THE COMMUNITY.

A testatrix having power to appoint a sum of £6,000 for charitable purposes, appointed (*inter alia*) £300 apiece to "the Victoria-street joined with the International Society for the Total Suppression of Vivisection," "The London Anti-vivisection Society, Sackville-street," and "The Scottish Society for the Total Suppression of Vivisection, Edinburgh." The executors took out a summons to determine whether the above societies were charities, making the English societies defendants, the Scottish society agreeing to be bound by the decision. In default of appointment the Royal Free Hospital and other charities were entitled. The argument between the above societies and the charities entitled in default having occupied the greater portion of two days, judgment was reserved.

CHITTY, J., said the object of the societies was the total suppression of the practice of vivisection. In determining the question of charity the court did not enter into the merits of the controversy between the supporters and opponents of that practice. It stood neutral. Humane men and women of a high order of intelligence and education were found on either side. One side with the Act of Parliament (39 & 40 Vict. c. 77) in their favour held that the practice was justifiable, and tended to promote the welfare of the human race, and also of the lower animals in general. On the other hand the anti-vivisectionists held the practice utterly unjustifiable. Their object included the repeal of the Act, and the suppression of what they considered a cruel and immoral practice. The element of morality and the improvement of morality from their point of view must be taken to be involved in their object. Now charity in law was a highly technical term. To be a charity there must be some public purpose, something tending to the benefit of the community. The benefit in point of local area need not extend to the public at large, a trust for the benefit of the inhabitants of a particular district would suffice. In *The Income Tax Commissioners* v. *Pemsel* (1891; A. C. 531), Lord Macnaghten said that charity in its legal sense comprised four principal divisions—*i.e.*, trusts for the relief of poverty, advancement of education, advancement of religion, and other purposes beneficial to the community. The court took a liberal rather than a narrow view—*e.g.*, advancement of religion had not been confined to advancement of the tenets of the Established Church. In *Thornton* v. *Howe* (10 W. R. 642, 31 Beav. 14), Sir John Romilly held a trust for the publication of the works of Joanna Southcott a valid charity. He found that her works were not immoral or subversive of religion, and although he found in them much that was foolish, he considered they were written with a view to extend the influence of Christianity—*i.e.*, the advancement of religion. This was the ground of his decision. He did not think it was incumbent on him to say that religion would in fact or according to his judgment be advanced. He looked to the purpose of the writer. Again, take the head "relief of poverty." Dole charities were formerly in favour, now their tendency to pauperize was objected to. Yet a dole charity created at the present day would be a valid charity. [His lordship then reviewed the cases of *Re Douglas, Obert* v. *Barrow* (35 W. R. 740, 35 Ch. D. 472), *Armstrong* v. *Reeves* (L. R. Ir. 25 Ch. D. 325), and many other authorities relating to the protection of animals.] The result of the authorities appeared to be this. There was a balance of judicial opinion in favour of the defendant societies and no express authority against them. On principle, if a society for the prevention of cruelty to animals was a charitable society it would seem to follow that an institution for the prevention of a particular form of cruelty was also charitable. It might be truly said that the infliction of justifiable pain was not cruelty. The question of what was or was not justifiable was a question of morals on which men's minds might reasonably, and did in fact, differ. Cruelty was degrading to man, and a society for the suppression of cruelty to the lower animals had for its object not merely the protection of the animals themselves but the advancement of morals and education among men. The purpose of these societies, whether they were right or wrong in the opinions they held, was charitable in the legal sense of the term. The intention was to benefit the community. Whether, if they achieved their object, the community would in fact be benefited was a question on which the court was not required to express an opinion. The defendant societies might be near the border line, but his lordship thought they were

charities.—Counsel, *Farwell*, Q.C., and *W. Freeman*; *W. D. Rawlins*; *H. Fellowes*. Solicitors, *King & McMillin*; *F. Cotton*; *Hyde, Tandy, Mahon, & Sayer*.

[Reported by G. Rowland Alston, Barrister-at-Law.]

Winding-up Cases.

Re **THE STANDARD GOLD MINING CO. (LIM.)**—Vaughan Williams, J., 17th July.

Company—Winding-up Practice—Application to Inspect File of Proceedings—Companies Act, 1862 (25 & 26 Vict. c. 89), s. 115—General Order, November, 1862, order 58—Companies (Winding-up) Rules, April, 1892, rr. 11 and 32.

A summons was taken out by a contributory and late director of the above-named company which was being wound up by the court for an order that the applicant, his solicitors or agents might be at liberty to inspect the file of proceedings of the company, and in particular the depositions of certain named persons taken under section 115 of the Companies Act, 1862, and to take copies of, or extracts from, the same or any part thereof, or in the alternative for a declaration that the said depositions were upon and formed part of the file of proceedings of the company under rules 11 and 32 of the Companies (Winding-up) Rules, April, 1892, and that the applicant was entitled to inspect and take copies of or extracts from the same. An order was made on the 25th of April, 1895, dismissing the summons. This was a motion to discharge the order of the 25th of April, 1895. Rule 11 provides that "all petitions, affidavits, summonses, orders, proofs, notices, depositions, bill of costs, and other proceedings in the High Court in a winding up matter to which these rules apply shall be kept and remain upon record in the office of the registrar in one continuous file, and no proceeding in any winding up matter to which these rules apply shall, from and after the commencement of these rules, be filed in the Central Office." Rule 32 provides that "every person who has been a director or officer of a company which is being wound up, and every duly authorised officer of the Board of Trade, shall be entitled, free of charge, and every contributory and every creditor whose claim or proof has been admitted, shall be entitled on payment of a fee of one shilling, at all reasonable times, to inspect the file of proceedings (whether in the High Court or any other court), and to take copies or extracts from any documents therein, or to be furnished with such copies or extracts at a rate not exceeding fourpence per folio of seventy-two words." A misfeasance summons had been taken out in the present case. This summons had not been taken out by the liquidator, but by a creditor who had obtained leave to do so. The creditor had not availed himself of his full leave, and the misfeasance summons had only been taken out against the present applicant. The applicant and others had been examined under section 115 of the Companies Act, 1862. The depositions taken had been filed on a supplemental file kept for the purpose instead of on the ordinary file.

Vaughan Williams, J., said that he must decide the case according to the words of the Rules of April, 1892, and that the applicant had a right to inspect and take copies of the deposition which he should treat as being on the file. In the course of his judgment his lordship said that it had first been urged that there was no right to inspect, and, secondly, whether there was such a right or not, he ought, in his discretion, to give leave to inspect and take copies. Depositions taken under section 115 were really taken in accordance with a practice which arose in the last century. It was a practice in bankruptcy. Examinations in bankruptcy were made for the purpose of informing the court, and was not a "proceeding." The depositions were not evidence against a deponent, though they could be used in subsequent judicial proceedings for the purposes of cross-examination. Section 96 of the Bankruptcy Act, 1869, and section 27 of the Bankruptcy Act, 1883, were the basis of section 115 of the Companies Act, 1862. The rights in respect of section 115 were more or less dealt with in the General Order of November, 1862 (order 58). So far as bankruptcy was concerned, the matter was governed by the Bankruptcy Rules. The decisions in bankruptcy were *Ex parte Pratt* (31 W. R. 187, 21 Ch. D. 439) and *Ex parte Beall* (1894, 2 Q. B. 135). In *Ex parte Pratt* Sir George Jessel said that the registrar must have known that he had a discretion, and that he could not have intended to say that it was a matter of right. He also said: "The registrar could not have meant to say that the furnishing a copy of the depositions was a matter of strict right; he can only have meant that, under the circumstances, the respondent was entitled to have the copy. I cannot see any reason why he should not have a copy of that which he has himself sworn." It seemed, therefore, that in that case the court held that there was no absolute right, but that it was only a matter of discretion. The matter was again discussed in *Ex parte Beall*. Davey, L.J., said: "The depositions were taken by the court at the instance of the official receiver, and were taken down by a shorthand writer, who was sworn, and who thereby became the agent of the court. They were, in fact, taken by the court itself for the purpose of the proceedings in the bankruptcy. Why they should not be placed on the file like any other proceedings in the bankruptcy I am at a loss to understand, and, they being on the file, I can see no ground for taking them off. They are placed there for the inspection of the debtor and of any other person who is entitled to inspect them under rule 12." There it was put as a matter of right, and not of discretion, and he felt some difficulty in reconciling the view of Davey, L.J., with the view taken by the court in *Ex parte Pratt*. With regard to companies, the order of November, 1862, seemed to allow inspection to be made, and the rule had recently been re-enacted in the Rules of 1892. He had no choice but to decide according to the words of the rule, so as to give effect to those words. If he could have seen his way to avoid coming to that conclusion he should have been very glad. The proper practice would be that there should be a discretion in these matters. If he were at liberty to exercise his discretion he should allow the applicant to inspect his own deposition, but not those of other people.—Counsel, *Bramwell Davis*, Q.C., and *Theobald*; *Gore Browne*. Solicitors, *Linklater*; *Loughborough, Gedge, & Nisbet*.

[Reported by V. de S. Fowke, Barrister-at-Law.]

High Court—Queen's Bench Division.

BROWN *v.* **HAND-IN-HAND FIRE INSURANCE SOCIETY**—22nd July.

Bailment—Gratuitous Bailee—Injury to Chattel by Negligence of Stranger—Right of Action by Bailee—Measure of Damages.

Further consideration of action tried before Kennedy, J., and a jury. On the 3rd of April last a portion of the stock-in-trade and samples kept by the plaintiff in a room on the second floor of premises in the City of London, which he rented of the defendants, were damaged by the influx of water from the floor overhead. The defendants were told at the time of letting of the purpose for which the room was to be used. The plaintiff brought this action for damages in respect of the injury so done to the goods. The jury found that the damage was caused by the negligence of the defendants' servants, and estimated the damage to the goods at £100, and further found that the loss of profits to the plaintiff by being deprived of the use of his samples during the season amounted to £10. It appeared from the plaintiff's evidence that the goods in question were sent to him from Germany by the owner, Loser, for whom he acted as sole agent in London for the class of goods in question, and that if any goods at the end of the season remained unsold they would have to be returned to Germany. The goods were not, according to the plaintiff, at the time of their being sent debited to him, but with them what he called a consignment note was sent. When the accident occurred Loser, the owner of the goods, happened to be in London, and the same morning he made out and handed to the plaintiff an account debiting him with all the goods which had been kept in the room in question. Loser was not a party to the present action. It was contended on behalf of the defendants that the action would not lie, as the plaintiff was merely a gratuitous bailee of the goods and liable only to take such care as a reasonable man would, and that nothing, under the circumstances, of what had occurred made him liable to the owner in respect of the loss sustained; also that the claim for loss of profits was too remote. *Booth* v. *Wilson* (1 B. & A. 59), *Claridge* v. *South Staffordshire Tramway Co.* (1892, 1 Q. B. 422), *Greenland* v. *Chaplin* (5 Ex. 243), *Smeed* v. *Ford* (1 E. & E. 602), *Wilson* v. *Lancashire and Yorkshire Railway Co.* (9 C. B. N. S. 632), and *Simpson* v. *London and North-Western Railway Co.* (1 Q. B. D. 274) were cited.

Kennedy, J., in giving judgment, said that the only agreement the plaintiff was able to produce between himself and his principal in Germany was one dated the 14th of April, 1894, from which it appeared that he was appointed sole London Agent to effect sales upon commission. The agreement was silent about any liability attaching to the plaintiff in respect of the safe custody of the goods or samples. The jury had found that the injury was done by the wilful acts of the defendants or their servants. The action was brought both on the case and for breach of covenant for quiet enjoyment. There was nothing in the plaintiff's evidence or in the documents to shew that he was liable for the price of the goods consigned to him. He (Kennedy, J.) was bound by the case of *Claridge* v. *South Staffordshire Tramway Co.* which clearly decided that where a bailee was under no liability to his bailor for injury to the goods entrusted to him he could not recover damages for injuries arising from the negligence of a third party. Here the plaintiff had no sufficient right of ownership in the goods to enable him to recover either in tort or contract. As to the second point the jury had found that the plaintiff would have received £10 if the samples had not been damaged. The evidence shewed that the defendants knew the object for which the room was taken, and the character of the business carried on by the plaintiff and the nature of the goods stored. There was evidence of damage to the interest of the plaintiff in the goods. It was a loss of the value which the goods represented to the plaintiff at the time of the accident, of which he was deprived by the wrongful act of the servants of the defendants, and therefore he ought to recover £10, which the jury found in his favour. The last case cited (*Simpson* v. *London and North-Western Railway Co.*) was sufficient authority, if any were wanting. Judgment for the plaintiff for £10.—Counsel, *Murphy*, Q.C., and *Daldy*; *Bucknill*, Q.C., and *Manisty*. Solicitors, *Noakes & Stamners*; *Manisty & Co.*

[Reported by T. R. C. Dill, Barrister-at-Law.]

Bankruptcy Cases.

Re **SMITH & HARTOGS**, *Ex parte* **OFFICIAL RECEIVER** *v.* **LEVERSON**—Vaughan Williams, J., 23rd July.

Bankruptcy—Landlord and Tenant—Distress—"Rent accrued due prior to date of Order of Adjudication"—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 42 (1).

In the month of October, 1890, the respondent, Mr. Leverson, let certain premises to one Flatau for twenty-one years, at the rent of £150 per annum for the first two years of the term, and £200 per annum for the remainder. In 1893, when the rent payable was £200 per annum, Flatau

assigned the lease to Smith & Hartogs, the bankrupts. They were unwilling to pay rent at the rate of £200 per annum to begin with, so Mr. Leverson agreed to allow them to pay £100 per annum for the first two years of their occupation—viz., from September 29, 1893, to September 29, 1895—and £250 per annum for the next two years, and after that £200 per annum for the remainder of the term assigned to them by Flatau. Smith & Hartogs having gone into occupation on the 29th of September, 1893, paid one instalment of £25 on account of rent on the 31st of January, 1894, a second instalment of £25 on the 30th of April, but defaulted in payment at the Midsummer quarter, and Mr. Leverson distrained upon their premises for £25 in August. Upon September 29 a receiving order was made against Smith & Hartogs, whereupon Mr. Leverson distrained for £100 proportion of rent due at the rate of £200 per annum. The trustee thereupon launched this motion for an order that Mr. Leverson should pay over to him all but £25 of his distress, upon the basis that the rent was at the rate of £100 per annum, and that only one quarter's rent at that rate had accrued due prior to the receiving order.

VAUGHAN WILLIAMS, J., dismissed the application, holding that the agreement made by Mr. Leverson with Smith & Hartogs did not vary the amount of rent originally reserved, but merely the mode of payment; that he merely agreed not to enforce his remedies for recovery of rent as long as the instalments of £25 per quarter were regularly paid, but that upon default in payment of any instalment his rights to enforce his remedies for the full rent revived, and in defence to any action taken by him the tenant or his representative could not set up the agreement to take £100 a year for the first two years after having made default in payment of the instalments due under it. The amount of rent for which the landlord had distrained had accrued due prior to the date of the order of adjudication, and he was entitled to retain the proceeds of his distress.—COUNSEL, *Muir Mackenzie; Leverton.* SOLICITORS, *Adams & Adams; Campbell, Reeves, & Hooper.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Solicitors' Cases.

SIMMONS *v.* SIMMONS—Chitty, J., 18th July.

SOLICITOR—BILL OF COSTS—TAXATION—PARTY AND PARTY—PAYABLE OUT OF A FUND OR ESTATE—ONE-SIXTH TAXED OFF—R. S. C, LXV., 27 (38*b*).

Summons to review taxation. Accounts having been directed and taken in a partnership action, the order on further consideration ordered the costs of the plaintiff and the defendant to be taxed, and after providing for various other matters, proceeded: "And it is ordered that the plaintiff and the defendant be at liberty to retain the amount of their respective costs when so taxed out of any sum of money then in their hands respectively, they by their solicitors consenting that if such sums of money shall not be sufficient, one-half of the balance of the plaintiff's costs shall be paid by the defendant, and one-half of the balance of the defendant's costs shall be paid by the plaintiff, but if such sums shall be more than sufficient to satisfy the amount of the said costs when so taxed, the balance then remaining of such sums shall be added together and divided between the plaintiff and the defendant in equal shares, and the balance due paid by the party from whom to the party to whom it shall be certified to be due within one week after the filing of the taxing master's certificate." The defendant's costs of taxation having been allowed, notwithstanding the fact that his bill was reduced by more than one-sixth on taxation, the plaintiff carried in the following objection:—"One-sixth being taxed off the defendant's costs, ord. 65, r. 27 (38*b*) applies, and the costs of drawing and copying the bill and attending the taxation should be disallowed, as those costs are, it is submitted, clearly payable out of the partnership funds. The order says that if the respective moneys in the hands of the partners (meaning moneys belonging to the partnership, which is the fact) be more than sufficient to pay their respective costs, the balance in each of their hands is to be put together and divided equally between them, they being equal partners." The taxing master answered: "The order directs the parties personally to pay, after deducting any sum in hand. The clause, which is a penal clause, applies when the costs are *directed* to be paid out of an estate real or personal. I shall not stretch the penal clause to apply in this case, and according to terms of order the clause does not, I apprehend, apply." There was no separate partnership fund or estate in the ordinary sense, the assets having been divided between the plaintiff and defendant as they were got in. There were some unsold leaseholds in the name of the defendant for which he would have to account subsequently, it having been agreed, as appeared on the face of the order, that it was not desirable to sell them at present. The plaintiff submitted that the costs were, in fact, payable out of a fund or estate within the meaning of ord. 65, r. 27 (38*b*), although such fund was not now intact, but was already distributed. The defendant contended that there was no fund, and even if there were, there was no direction to pay costs out of it. In the absence of such a direction the rule was inapplicable. The taxing master would make no inquiries on the point.

CHITTY, J., said the question was whether ord. 65, r. 27 (38*b*), applied. It provided that, if on the taxation of a bill of costs *payable out of a fund or estate (real or personal)* or out of the assets of a company in liquidation, the amount of the professional charges contained in the bill was reduced by a sixth part, no costs should be allowed to the solicitor leaving the bill for taxation for drawing and copying it, nor for attending the taxation. Here the parties had come to an arrangement embodied in the order on further consideration. (His lordship read the order as above.) The plaintiff's costs had been taxed at £298, and the defendant's at £459. Half the difference—*i.e.*, £80, had to be paid by the plaintiff to the defendant. It was plain, on the face of the order, that this was a personal liability, and that it was not thrown on any fund. It was said that if the plaintiff did not pay, the defendant might get a further order charging some fund. His lordship had therefore to consider the rule. It was plain that the taxing master could not travel beyond the four corners of the order. It was not his province to decide whether or not the costs were payable out of any fund or estate. That would be usurping the office of the judge. The taxing master must find such fund or estate made liable by the order before him. He could not speculate on the possibility of a future order being made to pay the costs out of such fund or estate. The summons to vary would be dismissed, with costs.—COUNSEL, *Edward Ford; George Henderson.* SOLICITORS, *Hicks, Arnold, & Mosley; Emmanuel, Round, & Nathan.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ANNUAL GENERAL MEETING.

The annual general meeting of the Incorporated Law Society was held on Friday, the 19th inst., at the society's hall, Chancery-lane, Mr. JOHN HUNTER (London), the retiring president, taking the chair.

PRESIDENT AND VICE-PRESIDENT.

There being no other candidates for the offices of president and vice-president, the president declared Mr. John Wreford Budd (London) and Mr. Joseph Addison (London) duly elected for the year ensuing.

VACANCIES ON COUNCIL.

There were twelve vacancies upon the council, caused by the retirement by rotation of ten members and by the death of the late Mr. Henry Leigh Pemberton and the resignation of Mr. Charles John Follett, C.B.

The PRESIDENT stated that since the circular convening the meeting had been sent out a letter had been received from the gentlemen nominating Mr. George Wilks (G. & G. S. Wilks, Hythe, Kent) withdrawing his name from the list of candidates. This reduced the number of candidates to eleven, and he therefore declared them duly elected.

The names of the members who went out of office by rotation are as follows:—Mr. E. J. Bristow (Wilson, Bristows, & Carpmael, London), Mr. Robert Cunliffe (Cunliffes & Davenport, London), Mr. William Francis Fladgate (Fladgate & Co., London), Mr. J. E. Gray Hill (Hill, Dickinson, Dickinson, & Hill, Liverpool), Mr. James Warnes Howlett (Howlett & Clarke, Brighton), Mr. Frederick Halsey Janson (Janson, Cobb, Pearson, & Co., London), Mr. Benjamin Greene Lake (Lake & Lake, London), Mr. Charles Berkeley Margetts (Huntingdon), Mr. Richard Pennington (Pennington & Son, London), and Mr. William Williams (Currie, Williams, & Williams, London).

The following are the newly-elected members:—Mr. William Howard Winterbotham (Waterhouse, Winterbotham, Harrison, & Harper, London) and Mr. Edmund Kell Blyth (Blyth, Dutton, Hartley, & Blyth, London).

AUDITORS.

The following gentlemen were elected auditors of the society's accounts for the ensuing year:—Mr. Henry Edward Burgess (London), Mr. P. R. T. Toynbee (London), and Mr. John Stephens Chappelow (professional accountant, London).

SOCIETY'S ACCOUNTS.

The income and expenditure account of the society for the year ending December 31, 1894, was laid before the meeting. The account shewed a total expenditure of £30,307 13s. 11d., being an excess over income of £629 14s. 7d.

The PRESIDENT moved that the accounts be received, approved, and signed.

The VICE-PRESIDENT (Mr. BUDD) seconded the motion.

Mr. CHARLES FORD (London) said he should like to direct attention to some matters to which there was either no reference at all in the accounts, or, at any rate, a very unsatisfactory reference. The first of these was the Law Club. The members of the society ought to be furnished with some information upon this point. When the financial position of the society was considered it must be admitted that the time was drawing near when something would have to be done if the balance-sheet was to be preserved as it ought to be. He thought that the society ought to be informed in the matter. Whether the club was financially prosperous or the reverse he did not know, but it occupied about a third of the society's premises without paying any rent for the accommodation. In the accounts there was an item "House expenses, £549 6s. 10d.," and that item was rather heavier in the previous year. This was a sum which the society were not justified in expending in view of their unfortunate, and he thought he might fairly say embarrassed, position financially. He thought it was a euphonious term for money spent in entertaining august and distinguished persons, and he should be glad if the society could curtail that expenditure. He would also again call attention, as he always did and always must, to the very unfair way in which the council dealt with the articled clerks account. He asserted that equitably there was always a considerable balance in favour of the students' fund. Let them take one item—nominal rent for the accommodation of students, £2,700. All the accommodation which was afforded to students by the society could be obtained within a stone's throw of the hall for £1,000 a year; therefore £1,700 a

year might be saved. In the same way the unfortunate students were taxed with regard to several other items which required to be dealt with in a totally different way. There was one item, "Salaries to officers, clerks, and servants; pensions and special grants, £3,085 7s. 5d." charged against the students. What benefit did they derive from the officers, clerks, and servants? He was under the impression that most of the servants were used in the clubrooms.

The PRESIDENT: No, not one.

Mr. FORD asked who were the pensioners to whom the students were in any way directly or indirectly indebted? Then there were "Special Grants." He could not tell what that meant. Then "Refreshments to Assistant Examiners, £51 1s. 8d." The item was altogether unallowable from a fair point of view. The society paid the assistant examiners, as he thought, excessive fees for the work they undertook. Then there was "Fees to tutors, assistant examiners, &c., and grants to provincial law societies, £3,362 3s. 10d." One would like to know how much was paid as regarded each item, tutors, assistant examiners, and so on. He had taken the trouble to get the information and he had found that all the society was doing with regard to the provincial law societies was to grant a miserable £100 to Birmingham, £150 to Liverpool, and £100 to Manchester. There were thirty or forty provincial law societies. Why should these three be picked out every year and the rest of the country utterly ignored. How much did the tutors get out of this £3,300. There were only two tutors, and one was receiving £467 and the other £460, so that was £927 which was being paid out of the £3,300 They were spending £927 on this miserable misnomer of a system of legal education. So unattractive was the system to students throughout the country that their whole contributions was £590, so that there was a loss of £334. Bad as the old system of lectures and classes was, this system of communicating through the post office was infinitely worse, and he was not surprised that there was only £590 from the students. Nothing whatever was said upon that subject in the report and he hoped the council would give the members in the frankest manner their views upon the subjects.

Mr. F. R. PARKER (London), said that with regard to the articled clerks Mr. Ford could hardly expect the members to follow with the same detail the points to which he had referred, but he (Mr. Parker) was sure they would have the attention of the Finance Committee. But it would be interesting to the meeting to be informed as to grants to provincial law societies.

Mr. W. P. W. PHILLIMORE (London), said that in the face of a considerable deficit the Council ought to make a resolute stand in favour of economy. He thought there was room when house expenses, dinners, and so forth appeared in the accounts at something over £2,000.

MR. R. PENNINGTON (London, chairman of the Finance Committee) said he should be very glad to do what he could to answer the questions which had been put with regard to the accounts. In the first place he should like to say that he was entirely in sympathy with Mr. Ford with regard to the education of articled clerks. He thought it a matter of very great importance, and that everything ought to be done which was possible for the society to do in that direction. He had always advocated it, and hoped he should always continue to do so. But it was one thing to have a desire to carry out an object and another thing to be able to pay for what one wanted to do, and the society was in the position unfortunately with regard to articled clerks of not being able to devote as much money as they would like to the cause of their education. Mr. Ford had correctly stated the grants made by the society to provincial law societies. He (Mr. Pennington) would like those grants to be doubled or trebled if possible, but unfortunately the calls upon the finances of the society in that direction did not admit of it. Mr. Ford would surely give the council credit for a very strong desire to respond to the calls which had frequently been made upon them by provincial law societies, and to give them more assistance than the council had been able to do in the past. With regard to other matters to which Mr. Ford had referred he should like to make a few observations. With reference to the financial position of the club, that was a matter with which the society had perhaps no direct concern, but he thought he was right in saying that the financial position of the club was extremely satisfactory. The society did, as Mr. Ford had stated, pay the rent and the taxes for the premises which were occupied by the club, and they did that in pursuance of a definite resolution to that effect passed in that hall. He did not see, therefore, that they could do anything else. With regard to the house expenses upon which Mr. Ford had made observations he did not think that Mr. Ford had made any inquiry as to the details of these expenses, but they included coals, gas, a very heavy item, water, liveries for the servants, washing towels, payments for sweeps, builders, and other matters. He (Mr. Pennington) had been looking through the items and he did not see how they were to be reduced. Of course the charges for gas and water were beyond their control, they had to pay what was demanded. The other items were small in themselves. He did not think there was any extravagance. Of course they must keep their servants clothed, at any rate until the society said they should not have any liveries the society must provide them with liveries. Going through the items he did not see that there was anything of which anyone could complain, and if anyone would like to look at them for himself of course he was at liberty to do so. With regard to the fees to teachers Mr. Ford was right to a certain extent in his figures. He said that the society had two tutors, but he was not quite accurate in stating the amounts paid to them, because the £627 included disbursements which the tutors made. Their salaries were really £400 a year.

Mr. FORD: I got the figures from the office.

Mr. PENNINGTON said it would be very natural that Mr. Ford should suppose that the amounts were paid to the tutors for their private advantage, but their salaries were £400. The rest of the amount consisted of payments made by them. The question whether the ystem of education of articled clerks was a good one or not was probably one which the members of the society would think ought not to be determined just yet. It was only started in the autumn of 1892, and it was started after, as Mr. Ford had said, the utter failure of the lectures system. The council had to try some other system, and it was rather curious that Mr. Ford should condemn, in the sweeping way he did, the new system, considering that it was very nearly as he (Mr. Pennington) happened to know upon the lines of that adopted by the gentlemen outside, who were in the habit of coaching articled clerks for their examinations. That system had been found by the "coaches" at any rate, to be a very successful system he believed, and as regarded the postal system, he believed that in itself it was an excellent system. If the members would consider for a moment, he thought they would agree with him. The tutor in London prepared questions, say upon Stephen's Commentaries. He then communicated to the articled clerk in the country, who was reading Stephen for his intermediate examination. He said: "You are to read so many pages during the next week." At the end of the week he sent the student a series of questions, which he was to answer and return. He trusted to the honour of the articled clerk, of course, that he would not answer out of the book. And so he carried the articled clerk through the first half of his studies. It was a very good system, considering that the articled clerks were spread all over England and Wales, and were so very numerous, and that it was impossible to put the tutors in personal communication with them. He thought that as the system was worked it was a very fair way of telling the progress an articled clerk was making during the earlier part of his articles. He would have been very thankful if such a system had existed when he was articled in the country, and was endeavouring to read Stephen. During the latter part of the clerk's articles the same system was pursued. The tutor advised the articled clerks what books they should read, and questioned them upon them with a view to their examination. He did not think the system was perfect, but it was as good a system as could possibly be adopted. He knew that when he was being examined before the Committee of the House of Lords upon the Gresham University Commission, he was questioned, and one of the most experienced examiners expressed his highest approval of that system of postal tuition. He (Mr. Pennington) could not say whether it would be successful or not. He hoped it would be. If it was not the council would have to try something else, and they would try, and continue to try, until they succeeded in doing something which would assist articled clerks in educating themselves, so that it would not be necessary for them to go through what he considered a very pernicious system at the end of their articles, the being coached for their examination. Then, as to the apportionment of the expenditure between the articled clerk's fund and the society's fund. All he could say was that it was a plan that was adopted a few years ago. He believed in principle it was correct. It was very closely examined by two distinguished judges, and they expressed their approval of it. Mr. Ford shook his head, but he would not dispute the fact, because a fact it was. He (Mr. Pennington) was present on the occasion, and the judges spent the best part of an hour in examining the accounts, and the system was prepared and approved by Mr. Roscoe, who was president, and by himself and by Mr. Williamson, the secretary. He did not know whether it was necessary to say anything about lunches to assistant examiners. The item "pensioners" was referred to. Of course in a society of this kind there were from time to time old servants who, from failing health or otherwise, could not any longer perform their duties, and to these small pensions were granted. He did not think any member of the society would object to such grants being made, the amount was very small. As to "salaries to officers," Mr. Ford had quarrelled with the apportionment of that item, and thought it was a very heavy tax to put upon articled clerks, and that they ought not to be so charged with "house expenses," and "salaries to officers, clerks, and servants, pensions and special grants." But the articled clerks had the services of the officers of the institution, including the porters, whose services were not at all of an unimportant nature, and he (Mr. Pennington) did not think anyone would object to the item.

Mr. C. T. SAUNDERS (Birmingham) reminded Mr. Ford and Mr. Phillimore that the reason why grants were made to the Birmingham, Liverpool, and Manchester Law Societies, in preference to other provincial law societies was simply that, first of all, they were, by a very long way, the largest law societies in the kingdom; and, in the second place, the local solicitors forming these societies contributed a very much larger sum towards the establishment of the schools of law in these cities than was contributed by the Council of the Incorporated Law Society. The grants made by the council were only in aid of the considerable sums expended by the local law societies and the members composing them for the purpose of assisting the studies of articled clerks. In these circumstances, it was a matter of regret to the council that they had been unable to accede to the requests made for aid by the Yorkshire Law Society and other societies, but they did hope that, when the funds were more flourishing, to make those grants. It would be a great gratification to all the members of the council if they could give £1,000 a year in grants to the provincial law societies, and he looked forward to the time when they would be able to do so. It ought to be the function of the council to promote the growth of legal education in the larger towns; they could not do much in the small towns. But, wherever there was a flourishing law society, the council ought to make a grant. He hoped it would be done in course of time.

Mr. PHILLIMORE asked if the tutors provided by the society entered into competition with those outside.

Mr. PENNINGTON: Certainly not.

Mr. PHILLIMORE: Well, what are the fees?

Mr. PENNINGTON said that the council made the fees as moderate as

possible, naturally, for the sake of the articled clerks. How much the outside tutors charged he was not prepared to say. He did not know.

Mr. PHILLIMORE: Surely we do not fix our fees without some regard to the market outside?

Mr. PENNINGTON said the council fixed the fees on the most moderate scale possible. He believed it was too moderate. But they were fixed certainly without reference to the charges outside. He did not think it was ever considered how much the charges were outside; certainly they made no comparison of the tariff. They fixed the rates as low as possible, for the good of the articled clerks.

The motion was adopted.

ANNUAL REPORT.

The PRESIDENT moved the adoption of the annual report.

The VICE-PRESIDENT seconded the motion.

Mr. FORD thought it was extremely undesirable that close relations of members of the council should be appointed to paid assistant-examinerships. He did not know whether it was so or not.

The PRESIDENT: No.

Mr. FORD said he saw the name of Hunter amongst the assistant-examiners.

The PRESIDENT: He is no relation to me whatever.

Mr. FORD said there was also the name of Cunliffe.

Mr. ROBERT CUNLIFFE (London): He is my son, Sir. He is one of the assistant-examiners. He was chosen by the Examination Committee at a meeting at which I was not present. I believe they chose him because of his merit.

Mr. FORD said they came there to express their opinions frankly, and he thought was it perfectly allowable for him to say that he thought it a highly undesirable practice. He was extremely sorry that there was not as much said in the report about the finances as he thought there ought to be. There had been a gradual decrease of income from the articled clerks. There was a suggestion made year after year as to the desirability of additional sources of income, but unhappily they got no farther. No practical proposition was ever submitted by which they could hope to increase their revenue. He hoped the council would next year present some rational, reasonable proposition. Despite what the chairman of the Finance Committee had said, there was abundant evidence that the system of legal education was a failure. The report stated the number of candidates who had passed the final examination, and there was a serious falling off in the numbers as compared with last year. He should be disposed to think this failure was due to the miserable system of so-called legal education, and that it was beneath the dignity of the society that this system of tuition by post should continue. As long as he could remember, the system of "coaching" had been denounced by everybody in favour of substantial teaching. The report also stated that the official *Law List* would in future be published under the authority of the society, but it did not state whether the royalty to be received by the society was substantial, or whether it was some infinitesimal sum. Did the council intend to continue the publication of the Law Society's Calendar? He had always been dead against the attitude which the council took up as to a teaching university in London. Here they had a great opportunity, but were deliberately turning their backs upon what must be a favourable system. They ought to hand over the whole of their receipts from the students to the university, and let them take the whole responsibility of teaching, and they would then have a thoroughly sound system of legal education for London, and they would make a great advance. Those who were coming after would then be much better able to perform the duties devolving upon them. As to the evidence given by Mr. Pennington and Sir Albert Rollit before the Commission and some evidence given by Mr. Lake before the Royal Commission on the University of London, it was all in agreement and in favour of keeping the teaching. He (Mr. Ford) had also given evidence before the Royal Commission, and it was in keeping with what he had suggested. The council said the articled clerks' fund was on the wrong side, and here they had the London University willing to relieve them of this loss. There was a discussion at the last general meeting about the Long Vacation, and the report stated that a copy of the resolution then passed, to the effect that the Long Vacation should be materially shortened, and that during the Long Vacation pleadings should be delivered, and the other formal business mentioned in the annual report of the council in July, 1893, be transacted, had been forwarded by the council to the Lord Chancellor, and that, following the views expressed in the annual report of 1893, they had suggested that, in addition to the delivery of pleadings, the following business should be transacted during the Long Vacation, viz.:—"In the Chancery Division: (1) The appointment of new trustees and of trustees under Settled Land Acts and otherwise, and all other applications under the Settled Land Acts and the Settled Estates Acts. (2) Applications under the Vendor and Purchasers Acts, 1874. (3) The issuing of summonses under order 55, and dealing with the subject of the application. (4) Applications relating to the guardianship and maintenance of infants. (5) Applications under the Infants' Marriage Settlements Acts, or in a pending action where an infant is a ward of court. (6) Applications under the Conveyancing Acts. (7) All unopposed applications for payment into or out of court. (8) The taxation of costs in all cases where a fund, whether in or out of court, has to be divided, and in all other cases where urgent and special reasons can be shown. (9) Accounts and inquiries directed by any order, if the judge so orders. And as regards the Queen's Bench Division—(1) Taxation of costs. (2) Applications by married women under the Fines and Recoveries Abolition Act. (3) Applications for the appointment of an arbitrator or umpire, and other matters of procedure under the Arbitration Act, 1889. In the Probate, Divorce, and Admiralty Division: Decrees absolute for divorce." The report further stated that: "A letter in reply was received by the council from the Lord Chancellor to the effect that the Chancery judges thought that this would mean that the whole of the non-contentious work of the Chancery Division should be carried on during the Long Vacation, and asking the council whether that was the suggestion which they intended to make. To this inquiry the council have replied that they remained of opinion that the whole of the business mentioned in this paragraph ought to be transacted throughout the Long Vacation." And there the matter rested. Until they made a very forward move indeed nothing would be done with the miserable Long Vacation which worked such great injustice upon suitors. He congratulated the council upon the course they had taken with regard to personal applications for probate and administration. He was also delighted to see with regard to audience in county courts that the council had, after several communications with the Lord Chancellor, "prepared a Bill for enabling managing clerks who are duly qualified solicitors to appear for their principals in county courts, and, in response to some pressure from the profession, added to it a provision for enabling one solicitor to appear for another as an advocate. The council were unable, however, to obtain the approval of the Lord Chancellor to the second part of the Bill; but feeling the extreme importance of the first part, and having ascertained that the Lord Chancellor entertained no objection to it, they have prepared the Bill which Lord Macnaghten has been good enough to introduce into the House of Lords." The provision referred to was the only straightforward condition of things so far as the convenience of suitors was concerned. He hoped the council would never depart from that reasonable position.

Mr. PARKER considered the report was a very admirable one. It showed a year's work of which the council might well be proud, and the members ought to be proud that they had such a council. He thought the meeting ought not to pass over the reference to the death of Mr. H. L. Pemberton, the official solicitor of the High Court, without some notice. Henry Leigh Pemberton occupied one of the highest positions in the profession. He was the voice of the solicitors to the judges in their collective and judicial capacity. All who knew him were aware of the kindness, attention, and courtesy with which he always dealt with them, and the meeting ought not to pass over the record of his death without expressing their sorrow and regret. With regard to the library he (Mr. Parker) noticed year by year with great delight the increasing attendance and the enhanced use that was made of the library. He could assure Mr. Ford that the matters of the Long Vacation would not rest. He was delighted that Mr. Rawle had carried his amendment already referred to in the face of that motion he (Mr. Parker) had put forward at the last meeting, and as he could not bring the matter forward for another year Mr. Rawle would have time to carry out his amendment. The report stated that "In August last the council received a letter from the Lord Chancellor, asking for the opinion of the council on a suggestion which had been made to him as to the desirability of repealing the rule under which the Long Vacation does not count in the computation of time for delivering or amending pleadings. His lordship intimated that he felt inclined to propose that, instead of the whole time of the Long Vacation up to October 24 being excluded, the exclusion should stop on September 24. The council approved of the suggestion, and addressed a letter to the Lord Chancellor on the subject." The general meeting resolved that they should be delivered during the Long Vacation, and that, of course, superseded the council's suggestion for simply shortening it. He did not think the report noticed the distinguishing features which marked the Long Vacation above all others, and he would like to see it reduced to the same level. These were, first the close time for pleadings, and second the doctrine of emergencies. That had grown up since 1873 under the provisions of the Judicature Act. That had been taken to mean that it should be for the hearing of all such applications as, in the opinion of the judge, required to be heard. He believed it was rather the intention of the Legislature that the provision should be for hearing during the vacation all such applications as, in the opinion of the applicant, should be desirable. That was the rule that held good in all other vacations, and he should like to see it hold good in the Long Vacation. He should like to take away the power of the judges to refuse to hear a matter which the suitor had properly brought before the courts because in the opinion of the presiding judge it did not appear to be urgent. That was really what carried the great objection to it, and was the foundation of such opinions as they saw in the *Times* a short time ago that the Long Vacation as now constituted was doomed. Take these two things away and shorten the length of the Long Vacation and he believed everybody would be satisfied. He thought the question also depended upon the status of the person who was considering it. Those who had attained to a position of comparative ease and leisure in the profession liked to see the Long Vacation kept up; on the other hand, those who had to make their way and who at the same time saw the increasing number of poachers upon the profession, would like to have the power to take their holidays at the time which best suited their own particular business. The poachers had no such Long Vacation. Officialism never slept, it had no Long Vacation but worked all the year round. It had the capital of the country at its back, and it did not matter whether it worked at a profit or at a deficit, and to compete fairly with it solicitors must at all events in this respect be placed on the same level. He would ask the council, when next the question came up, seriously to consider whether they were as representative of the profession on this point as they were on many others. If a vote could be taken from the whole profession it would be a great advantage. The question would then be decided not only by those in London but also by those in the provinces. Nine out of ten of those in the country either did not know the Long Vacation or did not care a fig about keeping it up as it now is and would like to see it abolished. The other vacations, Easter, Whitsuntide, and Christmas,

amounted to six weeks, and six or seven weeks for the Long Vacation made up three months, a fourth of the whole year. The profession was greatly indebted to the council for the stand they had made in regard to the Land Transfer Bill and above all for the position which they had taken up in declining to sever the interest of the client from that of the solicitor. That must be the true line to take if they were to succeed in the views the council entertained and which they all, he was sure endorsed, that the time of compulsory registration had not yet arrived. They must shew that it was not alone the solicitors who were interested, but that the owners of land were far more interested than they. He would take the opportunity of saying how deeply they were indebted to Mr. Lake for the zeal and devotion he had displayed in connection with the matter and of his opposition to officialism. He (Mr. Parker) regretted very much to see the continued increase of officialism, and he wished Mr. Godden every success in his gallant efforts to overthrow it.

Mr. PHILLIMORE trusted the council would continue their crusade against officialism. He also hoped they would refuse to hand over the funds of the society to the University of London or any other university. If solicitors were not competent to attend to the education of their own body it was a great disgrace. The report had the following paragraph: "*Adjudication of Stamps on Deeds.*—At the request of some members the council applied to the Commissioners of Inland Revenue to make arrangements for receiving by post deeds sent to them for adjudication as to the proper stamps; but the commissioners declined to grant this application, stating that it is necessary that some person should attend with the deeds who is capable of giving explanations when required." He could only say that within the last two weeks he had had a case, and after some correspondence the Inland Revenue had stated that personal attendance was never required if it could be dispensed with. He thought it might be noted, therefore, that if they would only stand firm with the Inland Revenue authorities the transactions might be carried out through the post.

The PRESIDENT said that Mr. Ford had referred to the reduced numbers who had passed the final examination during the year, but he had omitted to notice that there was a substantial falling off in the number of candidates. There were 772 applicants for final examination in 1893 and 675 in 1894, very nearly 100 less, and of course the number of those who passed was naturally smaller. As to the *Law List*, he did not think he was at liberty to state what royalty the council had arranged to have from Messrs. Stevens & Sons, the publishers. A contract had been entered into with the Government on one hand and with Messrs. Stevens & Sons and the society on the other, and a mutual contract between Messrs. Stevens & Sons and the society, under which the new law list would be substituted for the old one and for the calendar. There would be only one book instead of two, and the one book would be published under the authority of the society. The money arrangements, the council hoped, would be satisfactory to the society, but that remained to be seen. As to handing over the articled clerks' fees and the teaching to the London University, as Mr. Ford suggested, Mr. Phillimore took the view which he (the President) certainly took, and which, he believed, the majority of the council took, and he thought the great majority of the members—namely, that it was the business of the society to conduct the examination of articled clerks. If there was one thing on which the council was more decided than another, it was that the examinations which were to qualify a man to practise must be those which satisfied them that the students had some practical acquaintance with business as well as with book learning. As to the Long Vacation, some gentlemen thought the council had gone too far and some that they had not gone far enough. At all events he though the council, in their communications with the Lord Chancellor, had gone a good deal further than any other public body had done towards enabling the business to be transacted in the interest of the public during the Long Vacation. Mr. Phillimore had spoken of the adjudication of stamps on deeds by post. The council had been asked to make a communication to the authorities at Somerset House to inquire whether they would make arrangements for doing that business through the post, and the authorities did not see their way to doing so. Mr. Parker had spoken of the activity displayed in regard to the Land Transfer Bill. He (the President) wished to express the gratitude he and the society owed to Mr. Lake for his services in the matter. Having had to work with Mr. Lake during the time he had been president, although the work had been called that of the president and Mr. Lake, nine-tenths of it had been done by Mr. Lake, at the cost of very great trouble and expenditure of time on his part, far more than had fallen to the lot of himself, although in theory he (the president) ought to have done, perhaps, the greater part. Mr. Parker had also spoken of the death of Mr. Pemberton, and, if he would like to do so more formally, he could move a resolution after the report had been dealt with.

Mr. MELVILLE GREEN (Worthing) observed that on other occasions it had not been usual for the general meeting to pass a resolution on the death of members of the council.

Mr. FORD said they would be establishing a precedent which would always have to be followed.

Mr. W. MELMOTH WALTERS (London) said that no one could have a higher opinion of the late Mr. Pemberton than himself. He had been intimately acquainted with him for many years, and no man could have done his business in a more straightforward way. But he thought it would be a little invidious to pass a resolution in the case of one member of the council, and not of another. He thought it would be better if it were left alone.

Mr. PARKER said he would be satisfied with having given expression to his opinion.

Mr. WALTERS observed that the council had already passed a resolution on the occasion of Mr. Pemberton's death.

The report was adopted.

LEGAL APPOINTMENTS.

Mr. PHILLIMORE moved in accordance with notice. "That in the opinion of this meeting all legal appointments should be open to both barristers and solicitors without distinction." He said he really did not see why solicitors as a body should be under any legislative disability as to taking appointments which solicitors were equally competent to fill with barristers. A few years ago solicitors might become county court judges, and that there was no inherent reason against this was shewn by the fact that there were judges of the High Court who had been solicitors. It was high time that appointments should be thrown open to solicitors, equally with barristers, and it should only be a question of the competence of a particular individual to fill a particular post.

Mr. GRANTHAM R. DODD (London) seconded the motion, observing that the matter was very fully dismissed at one of the provincial meetings, and the outcome was that one of the members of the council was at once appointed to a vacancy.

Mr. FORD suggested that the motion should run, "that all appointments open to barristers should also be open to solicitors."

Mr. HENRY MANISTY (London) thought that they were going a little too far in passing a general resolution of this kind. There were appointments and appointments, and they ought to approach them one by one, and not pass a general resolution. There were appointments which were of considerable value which they had always as solicitors held, and which barristers had never held, and they had to guard against a general resolution of this kind being used against them by a Lord Chancellor or a Lord Chief Justice who might determine to appoint a barrister to an appointment which had been hitherto held by a solicitor, on the ground that it was open to him to appoint solicitors to appointments which had been held by barristers. Let them pause before passing such a resolution, and let them advocate that certain appointments should be open to solicitors, such as appointments to the solicitorships, and so work bit by bit.

Mr. GRINHAM KEEN (London) said he had taken a very great interest in this question. The motion had not come within the region of practical politics. There were a great many who felt that, if the course suggested were adopted, one profession might swallow the other. He did not fear that, but he did not think it was within the region of practical politics. He would have liked to have seen a resolution of a different kind. It should have been a resolution of protest against anybody being appointed to the Government solicitorships who was not a trained solicitor. If there was anything in training, how very necessary it was to train the solicitor; and he set great store by articles, and asserted that all these Government solicitorships ought to be filled by trained and educated solicitors who understood their business, and not by ready-made solicitors—in fact, there was no such thing. The business of a solicitor was a very difficult business indeed, and he was quite sure that to put men into solicitorships who had had no training, and who knew nothing about the work till they got there, was certainly most unfair to the solicitor branch of the profession, and also to the public. He never wished to interfere with the barrister in the High Court, but as to audience in the county courts they ought to go back to the practice formerly in vogue, and let one solicitor represent another for the convenience of the public. In many places there was no Bar, and to say that one man might not hand over a case to another solicitor had always seemed to him to be a most extraordinary thing.

Mr. F. K. MUNTON (London) suggested that the motion should be withdrawn. So far as he knew, the subject had never been properly discussed at a general meeting, provincial or otherwise, upon a motion of which notice had been given. It had been dealt with incidentally at provincial meetings, but there had never been a formal motion. It was a highly dangerous question to deal with and required very great consideration. The council had already expressed their opinion as to recent appointments.

Mr. FORD proposed as an amendment: "That this meeting protests against any but solicitors being appointed to the solicitorships of public departments of the State.

Mr. A. H. HASTIE (London) seconded the amendment and said that all these Government solicitorships properly belonged to the solicitor branch of the profession. It was only by jobbery that they had been taken away. With a strong representation there was no doubt that the solicitors might regain them.

Mr. B. G. LAKE (London) thought that before an amendment such as this, which really introduced a question of great difficulty, was put to the meeting, they ought to have notice of it. They were now asked to pass a vote of censure on the Government for making certain appointments. He entirely agreed with the views expressed by Mr. Ford, which had been upheld by the council time after time, and no occasion had been lost of expressing them; but it was a very serious thing on the spur of the moment to pass a resolution which the proposer had not in his mind and to commit the society to a resolution of censure against legal authorities whom solicitors were very glad to serve under. He submitted that the amendment was not in order. It was really a substantive resolution. He hoped it would be withdrawn. There had been a discussion which had been of advantage and the view of the society had been clearly expressed. It had also been expressed at the provincial meetings on several occasions. It would be a most serious thing to pass Mr. Ford's resolution.

Mr. HARVEY CLIFTON (London) observed that he had drawn attention to the subject at the last annual meeting and had since been in communication with the great majority of the provincial law societies on the subject and had ascertained that in many cases resolutions had been passed. It was his intention at some future day to bring the subject before the society with a definite resolution. He was glad that a member of the council had suggested that a snap motion should be withdrawn that the

members might have full notice of the question and a vote taken as it should be.

Mr. PARKER agreed entirely with Mr. Lake. This was a very serious and important question upon which no hasty vote should be passed. He moved that the meeting do proceed to the next business.

Mr. GRAY HILL (Liverpool) said that the question was discussed at the Bristol provincial meeting, when a proposal was made that the council should endeavour to obtain clauses to provide that solicitors should be eligible for appointment as county court judges. This was not so extensive as Mr. Phillimore's proposal, but it was involved in the proposition. On the voting, 14 votes were given in its favour and 31 against it. He felt some sympathy with Mr. Phillimore because many members of the profession felt competent to fill these offices. Mr. Keen had mentioned the real ground when he said it was a question of training. If the judges were to undertake the business of solicitors they would make a great mess of it, and if solicitors were put upon the judicial bench a like result would follow. When the solicitors entered their profession they knew they could not be as barristers and there were means of transmission from one branch to the other. He therefore did not think they had very much to complain of. But if they interfered with the rights of the other branch of the profession they must expect retaliation, and that the other branch would interfere with them. If the resolution were passed it would necessarily lead to fusion, and it seemed to him not a practical proposition and that, therefore, they should reject it. But as to Government solicitorships they were agreed, and they should make strong representations concerning them.

Mr. GREEN seconded Mr. Parker's motion. They could not decide either question without doing more harm than good. Mr. Phillimore's motion would include judgeships of the superior courts. There was no use in putting that to-day, but he did not want to negative the motion which went in the right direction but which went too far. The other proposition went no further than what had already been done. The council had expressed their opinion again and again on the matter. Both the motion and the amendment appeared to be mischievous. The question required very careful consideration and very delicate handling, and to deal with it would be most mischievous.

Mr. PHILLIMORE withdrew his motion, and Mr. Ford's amendment became the substantive motion.

The motion to proceed to the next business was carried with three dissentients.

Commercial Lists.

Mr. ERNEST TODD (London) had given notice to move: "That, having regard to the success and popularity of the 'Commercial List,' it is advisable that a committee should be appointed to consider the necessity of framing rules to govern such list and the cases put into it, with a view of submitting a report and recommendations on the subject to the council and to the Rule Committee, and that such committee be now appointed." He wished, however, as a late hour had been reached, to withdraw the motion.

Mr. LAKE suggested that Mr. Todd should read a paper upon the subject at the forthcoming provincial meeting at Liverpool. The subject required a great deal of discussion.

Mr. TODD said that the only point which occurred to him was that the list was now a young list. It might be said to be in its infancy, and if rules were to be of any use, they should be passed promptly. He had mentioned the subject to one of the judges, and he had received an intimation of his approval of the idea. His motion was not as to framing the rules, but that it should be referred to a committee to consider.

Mr. MUNTON hoped the subject would be adjourned until after the Long Vacation. There was already a committee sitting which was dealing with these points, and it would be very inconvenient to attempt to discuss a motion of this kind at this meeting.

Mr. J. T. ATKINSON (Selby) said, as the president of the Yorkshire Law Society, that his society wished to have an opportunity of considering the questions.

Mr. FORD asked Mr. Munton whether this point was under consideration.

Mr. MUNTON replied that there was a Legal Procedure Committee of the council sitting, and this special point had been under their special consideration for several weeks, and every member of the committee was thoroughly alive to the good suggestion made by Mr. Todd, though they could not perhaps carry it out in the form Mr. Todd wished for.

Mr. TODD said he did not desire it to be put in any particular form. He merely wished that the principle should be considered as to whether or not rules should be framed. He then withdrew the motion.

Notice of Annual General Meeting.

Mr. FORD had given notice to move "That in the opinion of this meeting it is most undesirable to discontinue the practice of giving to each member of the society a separate notice of the day and time when the annual general meeting of the members of the society will take place." He asked whether the council thought the requirements of the matter were sufficiently met by the present practice of advertising the meeting in the legal papers.

Mr. GREEN said it was difficult to attach any significance to the motion. There was no such practice to discontinue.

The PRESIDENT said it was formerly the practice, but the bye-laws which were adopted twelve months ago regulated the present practice, and there had been no alteration.

Mr. FORD withdrew the motion.

Call of Solicitors to the Bar.

Mr. C. A. LOXTON (London) had given notice to move: "That this meeting, while recognizing the work of the council in the concessions already obtained with regard to the call of solicitors to the bar, yet considers further provision should be made by which, upon the call of a solicitor, credit be given for the years of standing in his profession, according to the number of certificates to practice taken out by him, and his call rank accordingly." He said, however, that owing to the lateness of the hour he was quite prepared that it should stand over for consideration at another meeting. The council had been at work for twenty years to obtain facilities for solicitors transferring to the bar, and had succeeded to a certain extent. It was desirable that they should be supported and strengthened in their work, so that solicitors of standing, if they desired to go to the bar, should not have the whole of their professional career thrown away, and perhaps have to stand as junior to men who may have gone from their own offices.

The PRESIDENT observed that section 16 of the Solicitors Act, 1860, gave the barrister the advantage of counting his years of practice.

Mr. LOXTON said that that strengthened his motion. He would move it formally.

Mr. FORD seconded the motion.

Mr. TODD pointed out that if the motion stood the effect would be that he, if called to the bar to-morrow, would rank for silk and he might apply for it at once because he had been a solicitor for over ten years.

Mr. MUNTON observed that the application would not imply the right to have it granted.

Mr. TODD said that was so, but there should be some modification of the motion. He would suggest that it should be that if the solicitor had been in practice for, say ten years, and that if he be then called to the bar, five out of the ten years should count as to seniority. He really did not think that the whole number of years a solicitor might have practised should count.

Mr. FORD said he was astounded at the argument. If a solicitor went to the bar and applied for silk he would have no chance, however great his standing as a solicitor. If a barrister came to the solicitor branch of the profession he got credit for all the years spent in the other. Why should not solicitors be placed in the same position. Solicitors seemed to suggest an inferiority, but there was no justification for it whatever.

Mr. MANISTY was delighted to hear Mr. Ford say that solicitors should not consider themselves inferior to barristers. Certainly when solicitors appeared in court they had to take rank beneath the barristers, otherwise they were, in his opinion, quite the equals of the barristers. Solicitors had only to consider their own interests and he was only doubtful whether this had been sufficiently considered to come to a conclusion to-day. A barrister might take the position of so many years standing, although he had only just become a solicitor, but might it not be very much to the detriment of a solicitor who was called to the bar and who found himself, not silk, but a very senior man amongst stuff gowns. He would in many cases not get briefs, because he might be the leader. It required very careful consideration in the interests of solicitors before the resolution was passed. It would be a very good thing that its consideration should be postponed and that it should be discussed throughout the country so that it might be discovered whether there was anything in the point worth considering.

Mr. LOXTON said he did not insist that every year should count as a year. He was quite prepared to put the words "reasonable credit." All he wanted was that the principle should be admitted that a man of many years standing should not be junior to young men who had gone, perhaps as clerks from his own office.

Mr. HY. ROSCOE (London), suggested that an Act of Parliament would be required. It would be futile to pass the resolution, unless they were prepared to go to Parliament.

Mr. T. RAWLE (London), moved that the meeting do proceed to the next business, which was agreed to.

A vote of thanks to the president, moved by Mr. FORD and seconded by Mr. ATKINSON, terminated the proceedings.

The following are extracts from the annual report of the council:—

Number of members.—The society now consists of 7,467 members, of whom 3,344 practise in town and 4,123 in the country; 260 new members have joined the society during the past year, and, after deducting the loss caused by death and other causes, the decrease is 23. The number of solicitors who took out certificates for the year 1895 was upwards of 15,200.

Finances of the society.—The council have had under consideration the largely-increasing expenditure of the society, and the gradual decrease of its income from certain sources, particularly from articled clerks, with the result that for some years the expenditure has exceeded the income. The increased expenditure is due primarily to the excess of expenditure on the articled clerks' fund over the receipts on account of that fund, the details of which are set out below. There is also a continual increase of expenditure due to the consideration of constantly-recurring proposals for altering the existing law and the system of administration, either by Bills in Parliament or by statutory rules involving inquiry and action on the part of the society: to the correspondence between the council and the different departments of the Government on matters affecting the profession: to the introduction into Parliament by the society of such measures as the Solicitors Acts, 1888 and 1894, the Statutory Rules Act, and the Trustee Act, 1888: to the correspondence with the country law societies and others on these and similar subjects: to the proceedings taken by the society against unqualified persons before the High Court, the county court, and the justices: to the expenses connected with hearings before the

Statutory Committee on discipline, and the costs allowed in certain cases to parties who appear before them, as provided by the Act of 1888: To the costs of bringing the reports of this committee before the High Court, and to proceedings taken in matters of professional interest brought before the courts at the instance of members of the society, such as the recent case relating to audience in county courts, and numerous appeals connected with the Solicitors' Remuneration Act. Some of these duties are imposed on the society by statute, and others are undertaken by it for the benefit and advantage of the public and profession, both in town and country, and none of them can be abandoned; it is therefore necessary that additional funds be provided, and the council asked the various provincial law societies to send representatives to confer with them on the best mode of doing this. A conference was accordingly held at the Law Institution on the 2nd of February last, at which it was decided that an effort should be made to induce the Government to increase the annual certificate fee payable to the society from 5s. to £1, and to reduce the annual certificate duty, and that the subscriptions of members should be increased. The council accordingly communicated with the Chancellor of the Exchequer on the subject, and urged upon him the claims of the society. They have not yet obtained the consent of the Government to any alteration, but the council are encouraged to make another attempt in the same direction early next year. In pursuance of the resolution passed at the conference, the subscriptions of members have been raised to £2 2s. London and £1 1s. country (members admitted to practice less than three years paying half). The income and expenditure account for the year 1894 shews, from the causes above stated, an excess of expenditure over income amounting to £629 14s. 7d.

Registry of properties for sale or mortgage, funds for investment, and clerkships.—The council again desire to draw the attention of members to the value of the registry, which has now been established over seven years, and which enables them to negotiate sales, mortgages, and other investments for their clients without the intervention of agents. The registers continue to be of considerable service to the profession, as evidenced by the large number of daily searches in and entries made upon them, notwithstanding the changes which the council in 1893 found it absolutely necessary to make in order to minimise the expense of the working, by the discontinuance of the issue gratis of the printed monthly list, and by charging certain small fees for such lists and for entries on the various registers. It is hoped that the profession will make still greater use of the registers, as by doing so the registers will become more useful to the profession generally. The Register of Clerkships Vacant has been considerably used by solicitors since the fee of 2s. 6d. for each entry was charged, as shewn by the numerous entries and appointments obtained.

Other professional matters.—During the past year 6 solicitors who were convicted of various offences, have, on the application of the society, been struck off the roll. Convictions under the 12th section of the Solicitors Act of 1874 (37 & 38 Vict. c. 68) have been obtained against 13 unqualified persons; and in several cases in which proceedings were taken, the unqualified persons, though not convicted, were ordered to pay costs. Applications for the renewal of certificates which had been allowed to lapse for more than one year have been dealt with, and either refused or granted on conditions including the payment of fines to the Commissioners of Inland Revenue. Several appeals against the council refusing to authorise the renewal of certificates were heard by the Master of the Rolls, but in each case his lordship upheld the decision of the council. The council have found it necessary to oppose several applications for restoration to the roll, with the result that the Master of the Rolls declined to make any order on them.

Calendar and law list.—It will be remembered that the Calendar and Law Directory of the Incorporated Law Society was published in the year 1881, and four following years, by the society itself, the price being 2s. 6d. to members, 5s. to non-members. The result of this publication involved the society in a considerable loss, owing to the fact that the cost of production greatly exceeded the price charged. From the year 1886 to 1890 the calendar was published by Messrs. Kelly & Co. at the request and under the authority of the Incorporated Law Society, but at the risk and for the profit of Messrs. Kelly, who declined to continue it after 1890, and in the year 1891 the publication of the calender and supplement was undertaken by the Solicitors' Law Stationery Society (Limited), and the calendar has since been published by them annually, the price being 6s. to non-subscribers and 5s. to subscribers. The *Law List* has been published annually for over a century by Stevens & Sons (Limited) and their predecessors in business, and since 1860 there has appeared on its title-page a statement that it is compiled so far as relates to special pleaders, conveyancers, solicitors, proctors, and notaries, by the Controller of Stamps, and "published by the authority of the Commissioners of Inland Revenue." The effect of this statement is that, under the Act of 23 & 24 Vict. c. 127, the *Law List* is evidence which is accepted in a court of law so far as related to solicitors. At the time the calendar was first published it was ascertained that a contract was then existing between the Commissioners of Inland Revenue and Stevens & Sons, by which the official information was to be supplied by the Commissioners exclusively to Stevens & Sons, and it was therefore impossible to make the list of solicitors contained in the Law Society's calendar legal evidence: but it having been ascertained that the contract between the Commissioners of Inland Revenue and Stevens & Sons would expire in November, 1895, the council have had interviews with the Commissioners, who have agreed to give to the society, concurrently with Stevens & Sons, the authority referred to in the 22nd section of the Solicitors Act 1860, 23 & 24 Vict. c. 127. Having obtained this concession from the Inland Revenue, the council, feeling the importance of having one authorized book only, and that emanating from this society, have entered into an arrangement with Stevens & Sons that they should transfer to them the right to publish a list authorized under the Act, on the terms that they indemnify the society against any royalty paid to the Commissioners of Inland Revenue for the authority given to the society under the Act; that Stevens & Sons take all risks, and pay to the society a royalty. The new *Law List* is to bear on the face of it a statement that it is published by the authority of the Incorporated Law Society.

Stamping deeds relating to apportioned rents.—On the 17th of September last the Commissioners of Inland Revenue issued a circular to the effect that, where a property subject to a rent-charge or a ground-rent is sold in lots subject to a proportionate part of the rent, and the owner of the rent is no party to the apportionment, the *ad valorem* stamp duty was payable not only on the purchase-money paid, but also on the amount of the apportioned rent-charge calculated at twenty years' purchase, and that this extra duty would have to be paid on all deeds within a period of three months. This construction of the Stamp Act was admittedly not in accordance with the previous practice either of the profession or of the Commissioners, but the council considered that it was correct and could not be successfully contested. The attention of the council having been called to the inconvenience and hardship that would arise if deeds executed before the date of the circular were required to be stamped within three months, they addressed a communication to the Commissioners of Inland Revenue urging them to extend the facilities for stamping such deeds, and after an interview between the Commissioners and a deputation from this society and from the Lancashire Law Societies, the Commissioners issued a circular to the effect that all such deeds dated before the 1st of January, 1895, would be adjudicated as properly stamped without the payment of any further duty and without any limit as to the time within which they may be sent in for adjudication. All deeds dated after the 1st of January, 1895, have to be stamped in accordance with the circular of the 17th of September. This arrangement was considered by the council to be a satisfactory solution of the difficulty.

Stamps on partial releases of mortgages.—A somewhat similar question arose as to the proper stamp to be paid on a partial release of a mortgage debt and a transfer of the balance of the mortgage debt to a new lender by a deed to which the original mortgagee was a party and the original proviso for redemption was released and a new proviso for redemption on payment of the reduced debt substituted; and an application was made to the Commissioners of Inland Revenue to issue a similar circular. The Commissioners replied, on the 21st of June, 1895, "that, according to their experience, instruments of such a nature are not numerous, and they do not think that the issue of a circular is necessary to explain the proper mode of stamping such instruments. The board, however, will consider favourably any application to impress further duty without penalty on an instrument precisely similar to those which have been adjudicated, which has been erroneously stamped with transfer duty only, if such application is received before January 1, 1896."

Adjudication of stamps on deeds.—At the request of some members the council applied to the Commissioners of Inland Revenue to make arrangements for receiving by post deeds sent to them for adjudication as to the proper stamps; but the commissioners declined to grant this application, stating that it is necessary that some person should attend with the deeds who is capable of giving explanations when required.

Finance Act, 1894—Income tax allowance.—Numerous inquiries have been made of the council as to the proper allowance to be made by landlords to tenants of houses for income tax under Schedule A, under section 35 of the Finance Act, 1894. The council are of opinion that where the landlord does the repairs the tenant should only pay income tax on five-sixths of the assessed annual value, and the landlord is only obliged to allow the income tax on five-sixths of the rent paid by the tenant to the landlord. When the tenant does the repairs he is entitled to deduct the income tax on the full amount of rent paid by him to the landlord.

(To be continued.)

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 3rd and 4th July, 1895.—

Andrews, Charles George Williams	Cooper, John Campbell
Andrews, Robert Harry	Crawshaw, George Henry
Anstee, Harold Edward	Davies, Daniel John
Atkins, Robert Percy Woodhouse	Davies, Evan Richard
Awdry, Robert Frederick	Davy, George Edmund
Boyes, Frederick Charles	Derry, William
Breakwell, John Howard	Dickinson, Duncan
Bremner, Coles Alexander	Dobb, Richard Barrett
Broome, Geoffrey	Dundas, Charles Percival Düring
Brown, Reginald Southgate	Eastwood, Frank
Burnie, Edward Alfred	Evans, David Bowen
Butler, Alfred Warren	Evans, Herbert James
Calcott, Mowbray Berkeley	Gambles, Kenneth Henry
Childs, Borlase Elward Wyndham	Geare, John Walter
Clewer, George John	Gibson, James Baily
Colyer, Leonard Edmeades Tempest	Gilbert, Harold John
Cooke, George Edmund	Gosden, Oscar George
Cooper, Cecil Fletcher	Hannay, Erskine

Harker, Harold Edward	Robertson, Hugh Lander
Harral, Francis Monckton	Rowland, Frank
Hatch, Harry Augustus	Rüst, Cateret Anderson
Hickson, Oswald Squire	Sampson, Percy Vernon Montagu
Holden, Edmund Geoffrey	Saunders, Thomas
Hopkin, Arthur	Sharratt, Walter James
Howard, George Frederick Thomas	Sharrott, Oswald Henry
Jackson, Douglas William	Simpson, Gerald Hemploe
Jenkins, John	Smith, James Lee
Johnson, Louis Stanley	Smith, James Muir
Johnstone, William Yuile	Solomon, Phineas
Kenwood, John Daniel	Stallon, Horace Vincent
Martin, Lionel Henry Trafford	Strachan, Bernard
Mills, George Thomas	Streeten, John Paget Maule
Molesworth, Eric Nassau	Stuart, Thomas
Monckton, Christopher Cecil	Tancock, John Lewis
Moon, Leonard James	Thompson, Joseph Indermaur
Morgan, Richard Thomas	Tonkin, Samuel
Morton, James	Travers, John Francis
Mulholland, William	Tuson, George
Padmore, Percy Leigh	Walker, Percy Milnes
Parker, Joseph Wilkins	Walters, Walter Morgan
Payne, Horace	Walters, Willie James
Payne, John Melvin	Warmington, George Edward Dudley
Platts, David John	White, Raymond Gilbert
Preston, Charles Leonard	Wilson, Robert Callwell
Prior, Bernard Henry Leathes	Winnett, Howard
Pritchard, Guy Murray	Woollard, Alfred Ernest
Roberts, Ernest Edward	Youatt, Edgar
Roberts, Richard	

LEGAL NEWS.

OBITUARY.

The death of Professor Rudolf von Gneist, of Berlin, on Sunday last is announced. He originally entered the legal profession, but in 1844 was appointed professor at Berlin University, and devoted himself thenceforward entirely to the study and the teaching of jurisprudence. He was the author of several works on English constitutional law.

Mr. Robert Fowler, solicitor, the head of the firm of Fowler & Co., of 28, Victoria-street, Westminster, solicitors and Parliamentary agents, died on Sunday last, at the age of 65. Mr. Fowler was admitted in 1852, and had been concerned in many important undertakings, including the City and South London Railway and the Salt Union (Limited). He was a brother of Sir John Fowler, the civil engineer.

APPOINTMENTS.

Mr. O. W. Owen, M.A., solicitor, has been appointed resident lecturer to the Liverpool Board of Legal Studies. Mr. Owen was formerly a scholar of St. John's College, Cambridge. He was twelfth wrangler in the year 1890, and Clement's-inn prizeman, Daniel Reardon prizeman, and Enoch Harvey prizeman in 1893. The object of the appointment, which is a new one, is to complete the Board's scheme of work, by providing tuition, both in class and privately, in all the subjects required for the examinations of the Incorporated Law Society.

Mr. Frank Osbaldeston, solicitor, of 33, Chancery-lane, London, has been appointed a Commissioner for Affidavits for the High Court, Fort William, Bengal, and Commissioner for taking acknowledgments of Married Women in respect of property in India.

Mr. Samuel Saw, jun., solicitor, of the firm of Saw & Son, 52, Queen Victoria-street, E.C., and Greenwich, S.E., has been appointed a Commissioner for Oaths and Acknowledgments for the Courts of Western Australia in the City and County of London.

CHANGES IN PARTNERSHIPS.

Dissolution.

Douglas Heron Marrable, George John Edmund de Beauvoir Terrell, Solicitors (Hancock, Marrable, & Terrell), 8a, New-inn, Strand. July 13. [*Gazette*, July 19.

GENERAL.

Mr. William Wollaston Karslake, Q.C., and Mr. Joseph Francis Leese, Q.C., were knighted by the Queen on the 18th inst.

The annual ladies' night debate of the Hardwicke Society took place on the 18th inst. in the Middle Temple Hall, by permission of the treasurer and masters of the bench. The chair was occupied by the president, Mr. W. W. Grantham.

At the Auction Mart, on Friday week, Messrs. Debenham, Tewson, Farmer, & Bridgwater held a sale of freehold ground-rents in Crecchurch-lane, Leadenhall-street. Prices varying from 27 to nearly 31 years' purchase were realized, although the reversions would not fall in for upwards of 75 years.

The *Albany Law Journal* reports Mr. Choate as asking, at the commencement exercises of the Harvard Law School: "Why is it that such an enormous number of lawyers and judges are required to meet the modest wants of the American people? Take our State of New York, with 7,000,000 of people. It has 70 judges of the Supreme Court, besides seven judges of the Court of Appeals, three federal judges, and one judge in each of the counties, 60 in number, for probate and legal business, making 140 judges to meet the wants of 7,000,000 people. Well, as I understand it, though I may be mistaken, England, with her 30,000,000 people, finds 32 judges of the first class ample for all her wants."

Mr. Bruce Joy, says the *Times*, has recently executed for the benchers of Lincoln's-inn a replica of the bust of Earl Cairns, which he made some years ago. The benchers were desirous of having in the inn a memorial of Earl Cairns, who was a member and a bencher of the society, and they selected for this purpose the bust made by Mr. Bruce Joy, as giving, in the opinion of those most qualified to judge, the best representation of the distinguished lawyer and statesman. The bust has been placed in the vestibule of the hall of Lincoln's-inn, and is pronounced by all who have seen it to be an excellent likeness.

A literary man, says the *Central Law Journal*, stood up in a Chicago Police Court to answer to a charge of vagrancy. "I object, your honour," he said, with dignity, "to this prosecution of gentlemen who follow the profession of letters and—" "I understand," interrupted the magistrate, "that you were found sleeping on a doorstep; that you have no visible means of support, and that you have been seen under the influence of liquor." "What of it?" cried the prisoner. "Though I am as poor as Richard Savage, when he made his bed in the ashes of a glass factory, as drunken as Dick Steele, as ragged as Goldsmith, when he was on his fiddling tour, as dirty as Sam Johnson, as—" "There, there," cried the magistrate impatiently, "I have no doubt that your associates are a disreputable lot, and I shall deal with you in such a manner as to cause them to give this town a wide berth. Seven days with hard labour. Mr. Clerk, furnish the officer with the names of the vagabonds mentioned by the prisoner."

At the Stafford Assizes, says the *Daily News*, Mr. Justice Hawkins has been expounding the theory of the law with regard to bail. A poor girl who was charged with what was little more than the technical offence of concealing the birth of her illegitimate still-born child, was brought up for trial, and it appeared that she had been kept in gaol a fortnight in default of being able to find bail, two sureties in £20 each. The following colloquy took place between the judge and the constable who got up the case: "Were you afraid she would run away?"—"No one came forward." "I did not ask you that. I asked you whether you thought she would run away." "No, my lord." "Who suggested the amount of the bail?" "The magistrates." "Do you know of any one person who is her friend, or whom she knows, who has got £20 to bless himself or herself with?" "I could not say." "You never thought she would get bail for that amount?" "No one offered." "You do not answer my question. Did you ever suppose she would get sureties for £20?" "She had plenty of friends." "Don't talk nonsense. I see plenty of people committed for serious offences admitted to bail, and this wretched girl who only endeavoured to conceal her shame or misfortune is not allowed bail at all." The girl was sentenced nominally to two days' imprisonment, and was at once released.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, July 29	Mr. Godfrey	Mr. Farmer	Mr. Lavie
Tuesday 30	Leach	Rolt	Carrington
Wednesday 31	Godfrey	Farmer	Lavie
Thursday, Aug. 1	Leach	Rolt	Carrington
Friday 2	Godfrey	Farmer	Lavie
Saturday 3	Leach	Rolt	Carrington
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, July 29	Mr. Pugh	Mr. Pemberton	Mr. Clowes
Tuesday 30	Beal	Ward	Jackson
Wednesday 31	Pugh	Pemberton	Clowes
Thursday, Aug. 1	Beal	Ward	Jackson
Friday 2	Pugh	Pemberton	Clowes
Saturday 3	Beal	Ward	Jackson

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABCAS PLATING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 6, to send their names and addresses, and particulars of their debts or claims, to Herbert James Pratt and Claud Scott, 9, Old Jewry chbrs. Fielder, 3 and 4, Lincoln's-inn fields, solors for liquidators

CHISWICK HIGH SCHOOL, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and particulars of their debts or claims, to James Lovell Peters, 2A, Guildhall chbrs, Basinghall st

CLIFTON ARMS HOTEL CO (LYTHAM), LIMITED—Creditors are required, on or before Aug 10, to send their names and addresses, and particulars of their debts or claims, to Thomas Blane

CRACKER CREEK GOLD MINES CO, LIMITED—Creditors are required, on or before Sept 3, to send their names and addresses, and the particulars of their debts or claims, to Wm R Taylor Carr, Monument House, Monument sq, liquidator Stannard, Eastcheap, solor

IMRE KIRALFY, LIMITED—Creditors are required, on or before Aug 19, to send their names and addresses, and the particulars of their debts or claims, to Mr Montague Gluckstein, 14, West Kensington gdns Lewis & Lewis, Ely place, Holborn, solors to liquidator

JAMES AKROYD & SON, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Mr John Edward Champney, Abchurch chmbrs Wavell & Co, Halifax, solors for liquidator

NOTES WEEKLY PAPER CO, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Frederick George Painter, 19, Coleman st. Morris, Walbrook, solor for liquidator

WEST AUSTRALIAN MINING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 14, to send their names and addresses, and the particulars of their debts or claims, to John William Woodthorpe, Leadenhall st. Williams & Neville, Austin Friars, solors for liquidator

FRIENDLY SOCIETIES DISSOLVED.

BROMLEY CO-OPERATIVE BUILDERS, LIMITED, 4, Ravensbourne rd, Bromley, Kent. July 6

PORTMANTEAU AND TRUNK MAKERS' PRODUCTIVE SOCIETY, LIMITED, Lockhart's Cocoa Rooms, Covent Garden. July 6

London Gazette—TUESDAY, July 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CENTRIFUGAL GOLD PROCESS AND FINE REDUCTION CORPORATION, LIMITED—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to William Henry Burrell, 165, Fenchurch st Crawley, solor, 5, Chancery lane

CUNNAH-WRIGHT PATENT CONSTRUCTION CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 31, to send their names and addresses, and particulars of their debts or claims, to William Henry Fox, 9, Austin Friars

DOTY'S HOTEL, LIMITED—Creditors are required, on or before Aug 22, to send their names and addresses, and the particulars of their debts or claims, to Alfred Ernest Webster, 24, Gt Winchester st Osborn & Osborn, Copthall avenue, solors for liquidator

DUVAL RESTAURANTS FOR LONDON, LIMITED—Petn for winding up, presented July 17, directed to be heard on July 31. Hubbard, 20, Ely place, Holborn, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 30

INTERNATIONAL PNEUMATIC TYRE CO, LIMITED—Petn for winding up, presented July 18, directed to be heard on July 31. Harrison & Davies, 30, Bedford-row, agents for Hooper & Ryland, Birmingham, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 30

MISSOURI MINING AND LAND SYNDICATE, LIMITED—Creditors are required, on or before Sept 10, to send their names and addresses, and particulars of their debts or claims, to John Ronald Shearer, Broad st House, Old Broad st. Hicks & Co, 13, Old Jewry chbrs, solors for liquidator

NOTTINGHAM MINING PROPERTY (BARBERTON) LIMITED—Creditors are required to send their names and addresses, and the particulars of their debts and claims, to Mr. Charles Baker, 39, Bennett's hill, Birmingham, in the United Kingdom on or before Aug 26, and elsewhere Nov 9. Dale & Co, solors to liquidator

FRIENDLY SOCIETIES DISSOLVED.

BENEFIT SOCIETY OF RECHABITES JONADAB TENT FRIENDLY SOCIETY, Board School, Bala, Merioneth. July 13

FEMALE FRIENDLY SOCIETY OF RECHABITES, Board School, Bala, Merioneth. July 13

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 19.

JORDAN, MARY, Folkestone July 26 Hope v Jordan, Chitty, J Bradley, Folkestone

London Gazette.—TUESDAY, July 23.

CLINCH, FREDERICK JOSEPH, Gravesend, Corn Dealer Aug 30 Hornsnaill v Clinch, Kekewich, J Tolhurst, Southend on Sea

SCHELLER, HEINRICH FRIEDERICH, Sugden rd, Lavender hill, S.W., Gent Aug 31 Hooper v Gunner, Kekewich, J Perrett, Queen Victoria st

TAYLOR, HENRY ALFRED KINSEY, Sydney, N.S.W. Nov 22 Taylor v Taylor, Chitty, J Carter, Great St Helens

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 19.

ARBUTHNOT, GEORGE, Elderslie, nr Dorking, Surrey, Esq Aug 30 Francis & Johnson, Austin Friars, E C

BRADSHAW, THOMAS, Sibbertoft, Northampton, Farmer Aug 24 Whitton, Towcester

CALDWELL, MARGARET, Warrington Sept 1 Browne, Warrington

DORMAN, JAMES, Durham, Innkeeper Sept 30 Chartres & Youll, Newcastle upon Tyne

DROWLEY, HENRY WILLIAM, Hastings Sept 2 Jones & Glenister, Hastings

FIELDING, Gen the Hon WILLIAM HENRY ADALBERT, Wilton pl, W Sept 1 Day & Co, Norfolk st, W C

FONTETH, PHILLIPPE, Tottenham Sept 15 Tate, Leadenhall st

GILBEY, SARAH, Twickenham Aug 22 Ruston & Co, Brentford

HADWEN, GEORGE BURGESS, Halifax Sept 2 Walker, Halifax

HANCOCK, LUCY, Stoke Bishop, Glos Sept 2 Lawford, Coleman st

HARRISON, EDWARD, Honor Oak pk, Surrey, Publisher Aug 11 G J Vanderpump & Son, Gray's inn sq

HAYCOCK, ELIZABETH ANN, Westbourne pk rd Aug 31 Scott, Austinfriars

HIBBURD, ELLEN, Warwick Sept 14 Johnson & Co, Birmingham

HUGHES, STEPHEN, Stoke Bishop, Glos, Wine Merchant Aug 31 Wansbrough & Co Bristol

JACOBI, ANTON RUDOLPH AUGUST, Liverpool, Cornmiller Sept 1 Williams & Co, Wakefield

KNIGHTLEY, CHARLOTTE HANNAH, Brighton Aug 23 Grundy & Co, Queen Victoria st

LACY, MARIANNA, Cornwall mansions, South Kensington Aug 22 Bompas & Co, Great Winchester st

LAURENCE, ARTHUR JONES, Clapham pk, Surrey, Esq Aug 31 Thorowgood & Co, Copthall court

LEIDEN, CARL VON, Munich, Germany, Bank Manager Aug 23 Rehders & Higgs, Mincing lane

LEWIS, ROBERT, Fishguard, Pembroke Aug 24 Tombs, Fishguard

PERRY, AUGUSTUS, Melksham, Wilts Aug 31 Smith, Melksham

POOLEY, JOHN HENRY, Scotter, Clerk in H O Sept 7 Pooley, Sloane st

ROSENBUSCH, SALOMON, Augsburg, Germany, Banker July 31 Rehders & Higgs, Mincing lane

SHAROOD, ARTHUR, Lincoln's inn, Barrister at Law Aug 15 Wastell & Ruddock, Fleet st

SHERWOOD, THOMAS HENRY, Norwood Sept 1 King & Co, Queen Victoria st

WADDINGTON, HENRY, Southowram, York, Esq Aug 31 Chambers & Chambers, Brighouse

WARREN, CLARA CATHERINE, Hyde Park, W Sept 30 Jansen & Co, Finsbury circus, E C

WATSON, WILLIAM, Newcastle upon Tyne, Bricklayer Aug 17 Clarke, Newcastle upon Tyne

WESTHEAD, ROBERT EDWARD GEORGE CHAPPELL, Eastbourne, Esq Sept 1 Orford & Sons, Manchester

YOUNG, ALLEN ALLICOCKE, Orlingbury, Northampton, Esq Sept 2 Burch & Co, Spring gdns, S W

YOUNG, HENRY, Stratford, Essex, Baker Aug 31 Preston, Stratford

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 19.

RECEIVING ORDERS.

ALCOCK, JOSEPH PITMAN, Bromsgrove, Chemist Worcester Pet July 17 Ord July 17

ALLCOTT, JAMES, Bromsgrove, Butcher Worcester Pet July 15 Ord July 15

ARMIT, JAMES NAPIER, Stockton on Tees, Shipwright Stockton on Tees Pet July 13 Ord July 13

BARLOW, JOHN, Cobridge, Staffs, Late Clothier Hanley Pet June 28 Ord July 15

BIRD, THOMAS COLERICK, Moseley, Worcestershire, Grocer Worcester Pet July 16 Ord July 16

BRAY, WALTER, Masborough, nr Rotherham, Yorks, Butcher Sheffield Pet July 16 Ord July 16

CALVERT, GEORGE, Leeds, Licensed Metal Broker Leeds Pet July 13 Ord July 13

COGGAN, RICHMOND, Stalybridge, Lancs, Clothier Stalybridge Pet July 9 Ord July 9

COOPER, HENRY, Leicester, Milk Dealer Leicester Pet July 14 Ord July 15

DANIEL, JAMES, Neath Glam, Ale Merchant Neath Pet July 15 Ord July 17

DAWS, JOSEPH, Eastcheap, Auctioneer High Court Pet July 16 Ord July 16

ELLIS, FREDERIC, Haverfordwest, Grocer Pembroke Dock Pet July 15 Ord July 15

EVANS, EVAN, Llandhangel-y-Croyddin, Cardiganshire, Stonemason Aberystwith Pet July 16 Ord July 16

FENIMORE, ALFRED, Rugby, Coppersmith Coventry Pet July 16 Ord July 16

GLOSSOP, THOMAS, Sparkbrook, Birmingham, Builder Birmingham Pet July 16 Ord July 16

GOULD, WILLIAM JAMES, Oldham, Lancs, Milliner Oldham Pet July 4 Ord July 13

GRIMMER, HERBERT ALEXANDER, Mettingham, Suffolk, Farmer Gt Yarmouth Pet July 15 Ord July 15

HAMMERSLEY, E, & SONS, Nottingham, Timber Merchants Nottingham Pet July 5 Ord July 17

HOPKINS, JOHN WEBB, Aston, Warwickshire, Builder's Manager Birmingham Pet July 15 Ord July 15

HOWELL, HENRY, Redberth, Pembs, Farmer Pembroke Dock Pet July 15 Ord July 15

JONES, WILLIAM, Dalston High Court Pet June 20 Ord July 15

JORDAN, THOMAS, Birmingham Birmingham Pet July 17 Ord July 17

KERSHAW, JOSEPH PAYNE, Widnes Liverpool Pet June 29 Ord July 16

LEWIN, THOMAS HENRY, New Basford, Notts, Joiner Nottingham Pet July 16 Ord July 16

LITHERLAND, TOM, Birkenhead, Cheshire, Licensed Victualler Birkenhead Pet July 15 Ord July 15

MANSFIELD, HAROLD AUGUSTUS, Surrey, Engineer High Court Pet July 17 Ord July 17

MASSON, WILLIAM, Colnbrook, Bucks, Nurseryman Windsor Pet July 16 Ord July 16

MCNEILL, ALFRED, Camden rd, Manufacturer High Court Pet June 17 Ord July 17

MORRIS, GEORGE HARRY, Speldhurst, Kent, Miller Tunbridge Wells Pet July 15 Ord July 15

OSBORNE, Lord ALBERT EDWARD GODOLPHIN, Grosvenor crsnt High Court Pet June 14 Ord July 17

PARRY, EVAN EVAN, Bethesda, Carnarvonshire, Bootmaker Bangor Pet July 15 Ord July 15

PENN, GEORGE WILLIAM, Hull, Earthenware Dealer Kingston upon Hull Pet July 16 Ord July 16

J PETERS & Co, Hop Exchange, Southwark High Court Pet June 27 Ord July 17

PRINCE, ALBERT WRIGHT, Bradford, Wool Merchant Bradford Pet July 17 Ord July 17

RUTHVEN, ELLEN, Camden rd, Holloway, Theatrical Costumier High Court Pet July 13 Ord July 13

SANDERS, JOHN, Durham, Wine Merchant Durham Pet July 16 Ord July 16

SELF, JOHN, Norfolk, Farmer Norwich Pet July 6 Ord July 17

SMITH, HENRY, Liverpool, Butcher Liverpool Pet July 15 Ord July 15

THOMAS, WILLIAM, Liverpool, Master Mariner Liverpool Pet June 28 Ord July 15

WALDEN, FREDERICK JOHN CHARLES, and JOHN RICHARD WALDEN, Bournemouth, Builders Poole Pet June 27 Ord July 15
WARD, MARIA, Bawtry, Yorks, Draper Sheffield Pet July 16 Ord July 16
WHITGREAVE, VINCENT, Nottingham, Physician Nottingham Pet July 17 Ord July 17
WHITSED, WILLIAM AUGUSTUS, Portland pl High Court Pet June 19 Ord July 15
WILKINSON, JOHN STOW, Cottam, Notts, Labourer Lincoln Pet July 16 Ord July 16
WILLIAMS, JOHN HENRY, Ashton under Lyne, Reedmaker Ashton under Lyne Pet July 10 Ord July 10

FIRST MEETINGS.

ABRAHAMS, JACOB, Cannon st, Furniture Dealer July 30 at 12 Bankruptcy bldgs, Carey st
ADAMS, WILLIAM JAMES, Epsom, Racehorse Trainer July 26 at 12.30 24, Railway approach, London Bridge
BELSHAW, WILLIAM, Altrincham, Joiner July 26 at 2.30 Ogden's chmbrs, Bridge st, Manchester
BOUCHARD, JANE M, Worthing July 26 at 2.30 Bankruptcy bldgs, Carey st
BROWNE, JAMES JORDAN, Leamington, Plumber July 30 at 12.30 Off Rec, 17, Hertford st, Coventry
BUTLER, WILLIAM CROSSLEY, Oldham, Lancs, Butcher July 26 at 11.30 Off Rec, Bank chmbrs, Queen st, Oldham
CAMPBELL, JOHN HENRY, Oldham, Lancs, Carter July 26 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
CHARLES, ROBERT EDMUND, Hertford rd, Kingsland, Commercial Traveller July 30 at 2.30 Bankruptcy bldgs, Carey st
CHATTERTON, J BALSIR, Villiers st, Officer July 30 at 11 Bankruptcy bldgs, Carey st
CLEMO, WILLIAM, Penryn, Cornwall, Bus Proprietor July 27 at 12.30 Off Rec, Boscawen st, Truro
DAWSON, SAMUEL, Southport July 30 at 12 Off Rec, 35, Victoria st, Liverpool
DENT, JOHN BARNES, Rotherham, Yorks, Brass Founder July 26 at 3.30 Off Rec, Figtree lane, Sheffield
EVANS, DAVID, Llanuwchllyn, Merionethshire, Farmer July 26 at 11.30 White Lion Hotel, Bala
FELLOWS, GEORGE OVERTON, Wolverhampton, late Stone Mason July 26 at 10 Off Rec, Wolverhampton
FENIMORE, ALFRED, Rugby, Coppersmith July 30 at 12 Off Rec, 17, Hertford st, Coventry
FOLLETT, GEORGE, Rosendale rd, Dulwich, Grocer July 26 at 2.30 Bankruptcy bldgs, Carey st
GEORGE, RICHARD JOHN, Llwynpia, Glam, Wine Merchant July 29 at 3 Off Rec, Merthyr Tydfil
HALL, ARTHUR, Hanley, Staffs, Builder July 26 at 3 Off Rec, Newcastle under Lyme
HEYNES, PHILEMON BAYLISS, Ashton Somerville, Glos, Farmer July 26 at 11.30 Off Rec, 45, Copenhagen st, Worcester
HIGGINS, SAMUEL JAMES, Rotherham, Pawnbroker July 26 at 3 Off Rec, Figtree lane, Sheffield
HOPPS, WILLIAM JOHN, Long Eaton, Derbyshire, Mineral Water Manufacturer July 26 at 2.30 Off Rec, St James's chmbrs, Derby
JONES, EDWIN, Swansea, Commission Agent July 26 at 12 Off Rec, 31, Alexandra rd, Swansea
LLOYD, LEWIS EDWARD, Plymouth, Fruit Merchant July 30 at 11 10, Athenæum terrace, Plymouth
MCINTOSH, DONALD, Cannon st July 30 at 12 Bankruptcy bldgs, Carey st
MILLAR, JOHN PATTERSON, and FREDERICK ERNEST RUSSELL Margate, Chemists July 27 at 12 Off Rec, 73, Castle st, Canterbury
MINER, GRACE, Ebbw Vale, Mon, Boot Dealer July 26 at 12 Off Rec, Merthyr Tydfil
MYERS, GEORGE E, Moorgate st, Stockbroker July 29 at 12 Bankruptcy bldgs, Carey st
PACKER, JAMES CROSS, Neston, Wilts, Farmer July 26 at 11.30 Off Rec, Salisbury
PATEMAN, JAMES, ALFRED PATEMAN, and ARTHUR PATEMAN, Surrey, Oil Merchant July 26 at 11.30 24, Railway app, London Bridge
PEARCE, HENRY, Manchester, Onion Merchant July 26 at 3.30 Ogden's chmbrs, Bridge st, Manchester
POCOCK, CHARLES G C, Kilburn, Gent July 29 at 2.30 Bankruptcy bldgs, Carey st
PRICE, JOHN MORGAN, Abergavenny, Mon, Boot Maker July 26 at 3 30 Off Rec, Merthyr Tydfil
RABBITTS, JAMES WILLIAM, Hampshire, Coal Merchant July 27 at 12.30 Off Rec, Salisbury
REES, DAVID, Porth, Glam, Butcher July 29 at 12 Off Rec, Merthyr Tydfil
REES, JOHN GRIFFITH, Pontypridd, Glam, Cigar Merchant July 26 at 3 Off Rec, Merthyr Tydfil
ROWLANDS, ELIAS JOHN, Blaenau Festiniog, Quarry Labourer July 30 at 12.45 Market Hall, Blaenau Festiniog
RUTHVEN, ELLEN, Bow st, Theatrical Costumier July 26 at 12 Bankruptcy bldgs, Carey st
SANDS, WALTER, Kingston upon Hull, Tailor July 27 at 11 Off Rec, Trinity House lane, Hull
SMITH, GEORGE, Barnsley, Yorks, Beerhouse Keeper July 26 at 10.15 Off Rec, 5, Back Regent st, Barnsley
THOMAS, WILLIAM, Liverpool, Master Mariner July 29 at 3 Off Rec, 35, Victoria st, Liverpool
TROLLEY, JOHN, Gt Grimsby, Ship Builder July 27 at 11 Off Rec, 15, Osborne st, Gt Grimsby
TURNBULL, R W, Hexham, Bootmaker Aug 6 at 10.45 Off Rec, Pink lane, Newcastle on Tyne
ZLATKO, LASCARIS CONSTANTINE, Manchester, Merchant July 26 at 3 Ogden's chmbrs, Bridge st, Manchester

The following amended notice is substituted for that published in the London Gazette of July 16:—

PULLMAN, JOHN THOMAS, Bradford, Grocer July 24 at 11 Off Rec, 34, Manor row, Bradford

ADJUDICATIONS.

ALDOCK, JOSEPH PITMAN, Bromsgrove, Chemist Worcester Pet July 17 Ord July 17
ALLCOTT, JAMES, Bromsgrove, Butcher Worcester Pet July 15 Ord July 15
ARMITT, JAMES NAPIER, Stockton on Tees, Shipwright Stockton on Tees Pet July 13 Ord July 13
BELLAIRS, KENNETH FYARRINGTON, Bucklersbury, Manager High Court Pet April 26 Ord July 16
BRAY, WALTER, Rotherham, Yorks, Butcher Sheffield Pet July 16 Ord July 16
BROWN, JOHN MOAT, Birmingham, Traveller Birmingham Pet July 9 Ord July 16
BROWNE, JAMES JORDAN, Leamington, Plumber Warwick Pet July 10 Ord July 17
CALVERT, GEORGE, Leeds, Licensed Metal Broker Leeds Pet July 13 Ord July 13
CLEWLEY, THOMAS PERCIVAL, Manchester, Silk Merchant Manchester Pet June 28 Ord July 16
COGGAN, RICHMOND, Stalybridge, Lancaster, Clothier Stalybridge Pet July 9 Ord July 12
ELLIOTT, CHARLES, and WILLIAM HOWARD, Burslem, Staffs, Clothiers Burslem Pet June 11 Ord July 17
EVANS, DAVID, Cwellladwr, Llanuwchllyn, Merionethshire, Farmer Wrexham Pet May 29 Ord July 16
EVANS, EVAN, Llanfihangel-y-Croyddin, Cardiganshire, Stonemason Aberystwyth Pet July 16 Ord July 16
FAWCETT, RICHARD, Chellaston, Derbyshire, Civil Engineer Kingston upon Hull Pet May 18 Ord July 15
FENIMORE, ALFRED, Rugby, Coppersmith Coventry Pet July 16 Ord July 16
GLOSSOP, THOMAS, Birmingham, Builder Birmingham Pet July 16 Ord July 17
GOULD, WILLIAM JAMES, Oldham Milliner Oldham Pet July 4 Ord July 13
HOWELL, HENRY, Redberth, Pembrokeshire, Farmer Pembroke Dock Pet July 15 Ord July 15
JONES, EDWIN, Swansea, Commission Agent Swansea Pet July 11 Ord July 16
KRETCH, SIMEON EDWARD, and ROBERT SCOWCROFT HOWARTH, Ottery St Mary, Devonshire, Brush Manufacturers Exeter Pet July 3 Ord July 16
KIRKHAM, CHARLES PATRICK, Copthall avenue, Clerk High Court Pet May 31 Ord July 15
LEWIS, THOMAS HENRY, New Basford, Notts, Journeyman Joiner Nottingham Pet July 16 Ord July 16
MASSON, WILLIAM, Colnbrook, Bucks, Nurseryman Windsor Pet July 16 Ord July 16
MILLINGTON, WILLIAM, Bloxwich, Staffs, Miller Walsall Pet June 28 Ord July 17
PARE, EDMUND, Aldworth, Glos, Farmer Cheltenham Pet June 10 Ord July 15
PARRY, EVAN EVAN, Bethesda, Carnarvonshire, Boot Maker Bangor Pet July 15 Ord July 15
PEARCE, HENRY, Manchester, Onion Merchant Manchester Pet June 11 Ord July 17
PENN, GEORGE WILLIAM, Hull, Earthenware Dealer Kingston upon Hull Pet July 16 Ord July 16
PRINCE, ALBERT WRIGHT, Bradford, Wool Merchant Bradford Pet July 17 Ord July 17
ROGERS, THOMAS, Cardiff Cardiff Pet June 6 Ord July 12
SANDERS, JOHN, Durham, Wine Merchant Durham Pet July 16 Ord July 16
SCOTT, RONALD A, Acton Hill, Electrical Engineer Brentford Pet June 15 Ord July 16
SKINNER, ALFRED, South Ealing, Mineral Water Manufacturer Brentford Pet May 22 Ord July 12
SMITH, HARRY, Dancer rd, Fulham, Builder High Court Pet May 22 Ord July 15
SMITH, HENRY, Liverpool, Butcher Liverpool Pet July 15 Ord July 16
SYLVESTER, THOMAS, Birmingham, Licensed Victualler Birmingham Pet July 12 Ord July 16
WALLACE, VINCENT, Walbrook, Wine Merchant High Court Pet Feb 22 Ord July 16
WARD, MARIA, Bawtry, Yorks, Draper Sheffield Pet July 16 Ord July 16
WHITGREAVE, VINCENT, Nottingham, Physician Nottingham Pet July 17 Ord July 17
WILKINSON, JOHN STOW, Cottam, Notts, Labourer Lincoln Pet July 15 Ord July 16

London Gazette.—TUESDAY, July 23.

RECEIVING ORDERS.

AKEROYD, ZACCHEUS, Bradford, Yorks, Builder Bradford Pet July 20 Ord July 20
ALLCOCK, ALFRED RUDD, Bowes pk, Cattle Dealer Edmonton Pet July 19 Ord July 19
BAKER, EDWIN THOMAS, Nottingham, Yarn Agent Nottingham Pet July 13 Ord July 20
CROSBIE, ALICE, Sunderland, Draper Sunderland Pet July 17 Ord July 17
DAVIES, GRIFFITH JOHN REES, Mountain Ash, Glam, Farmer Pontypridd Pet July 19 Ord July 19
DONNITHORNE, EDWARD GEORGE MOORE, Twickenham Brentford Pet Oct 17 Ord July 2
FLORANCE, A W, Kensington pk, Gent High Court Pet May 28 Ord July 19
GODDARD, WILLIAM, Shortlands, Kent High Court Pet June 24 Ord July 19
GREGORY, WILLIAM EDMUND, Wolverhampton, Clothier Wolverhampton Pet July 19 Ord July 20
HARRIS, CHARLES HENRY, Harrietsham, Kent, Coal Merchant Maidstone Pet July 18 Ord July 18
HOOK, CHARLES CAMPBELL, Winchester Winchester Pet April 29 Ord July 19
LORD, CHARLEY EDWARD, Hereford, Plumber Hereford Pet July 19 Ord July 19
MARTIN, SAMUEL, Bilston, Staffs, Plumber Wolverhampton Pet July 18 Ord July 19
MERRIMAN, CHRISTINE, Liverpool, Tobacconist Liverpool Pet July 19 Ord July 19
OWEN, EDWARD, Harrow rd, Builder Pontypridd Pet June 10 Ord July 2
PRIOR, ARTHUR GEORGE, Bishop's Stortford, Coal Merchant Hertford Pet July 19 Ord July 19
ROLFE, JOHN, Ashton Clinton, Bucks, Carpenter Aylesbury Pet July 20 Ord July 20
SMITH, EDWARD, East Ham High Court Pet June 10 Ord July 18
SMITH, FREDERICK, Worcester, Pianoforte Dealer Worcester Pet July 20 Ord July 20
SPIRO, JOOST THEODORE GERARD, Manchester, Cigar Merchant Manchester Pet June 24 Ord July 17
STAINTHORP, ALICE THAMAR, Crediton, Devonshire, Stationer Exeter Pet July 19 Ord July 19
TAYLOR, CHARLES JOHN, Kensington, Gent Brighton Pet June 12 Ord July 19
TONKIN, THOMAS HARVEY, Cornwall, Farmer Truro Pet July 18 Ord July 18
TRIPP, HENRY, Rickmansworth, Blacksmith St Albans Pet July 17 Ord July 17
TURNER, JAMES HERBERT, Colchester, Blacksmith Colchester Pet July 17 Ord July 17
WEEKS, FRANK, Southampton, Stationer Southampton Pet July 5 Ord July 19
WYATT, DANIEL, Stanford Dingley, Berks, Farmer Reading Pet July 18 Ord July 18

Amended notice substituted for that published in the London Gazette of the 16th July:—

YATES, JAMES WALKER, and JOHN CLARKSON ROWLANDSON MILNS, Manchester, Spinners Manchester Pet July 12 Ord July 12

RECEIVING ORDER RESCINDED.

COMBINED SOAP CO and EGERTON COLOUR AND CHEMICAL MANUFACTURING CO, Hulme, Manchester Manchester Rec Ord Dec 13, 1894 Rescsn July 8, 1895

FIRST MEETINGS.

ALLCOTT, JAMES, Bromsgrove, Butcher July 31 at 12 Off Rec, 45, Copenhagen st, Worcester
BARNEY, FRANK ARCHIBALD, Edgbaston, Warwickshire, Toy Dealer July 31 at 12 23, Colmore row, Birmingham
BOTT, CHARLES, Wood lane, Shepherd's Bush, Groom Aug 1 at 12 Bankruptcy bldgs, Carey st
BRAY, WALTER, Masborough, Rotherham, Yorks, Beef Butcher July 30 at 3 Off Rec, Figtree lane, Sheffield
BROWN, GEORGE HERBERT, Torquay, Bookkeeper Aug 1 at 11 Off Rec, 13, Bedford Circus, Exeter
BROWN, JOHN MOAT, Barrow in Furness, Traveller Aug 6 at 11 23, Colmore row, Birmingham
BRYANT, WILLIAM, Seacombe, Cheshire, Cartowner July 31 at 2 30 Off Rec, 35, Victoria st, Liverpool
BURGESS, ALFRED EDWARD, Alsager, Cheshire, Builders' Merchant July 31 at 11 Off Rec, 23, King Edward st, Macclesfield
CAKEBREAD, STEPHEN DAVID, Romford, Essex, Provision Merchant July 30 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
CALVERT, GEORGE, Leeds, Metal Broker July 31 at 11 Off Rec, 22, Park row, Leeds
CHAPMAN, FRANK, Horninghold, Leicester, Innkeeper July 30 at 3 Off Rec, 1, Berridge st, Leicester
CONSTABLE, WILLIAM HENRY, U S A Aug 1 at 11 Bankruptcy bldgs, Carey street
COOPER, HENRY, Leicester, Milk Dealer July 30 at 12 Off Rec, 1, Berridge st, Leicester
CRADITER, ALFRED, Heckmondwike, Butcher July 30 at 3 Off Rec, Bank chmbrs, Batley
DAY, LLOYD, Churchstoke, Montgomeryshire, Grocer Aug 1 at 10 4, Corn sq, Leominster
EVANS, JOHN HENRY, Richmond, Tool maker July 30 at 12 Bankruptcy bldgs, Carey st
FLYNN, MILES, Middlesborough, Ironworker July 31 at 3 Off Rec, 8, Albert rd, Middlesborough
HALL, CHARLES, Blewbery, Berkshire, Grocer July 31 at 12.30 Lamb Hotel, Wallingford
HARVEY, the Rev G H, Edenbridge, Kent, Clerk in Holy Orders July 30 at 11 Bankruptcy buildings, Carey street
HORNSBY, HENRY ROGERS, Yardley Hastings, Northamptonshire, Agriculturist Machinist July 31 at 12.30 County Court bldgs, Northampton
HURLSTON, PHILIP WALPOLE, Boscombe, General Dealer July 30 at 12.30 Off Rec, Salisbury
JONES, DANIEL, Old Colwyn, Carnarvonshire, Tailor Aug 2 at 12 Crypt chmbrs, Chester
JONES, EDMUND, Reading, retired Grocer Aug 8 at 12 Queen's Hotel, Reading
JONES, THOMAS ALFRED, Birmingham, Meat Salesman July 31 at 11 23, Colmore row, Birmingham
LUTHERLAND, TOM, Birkenhead, Brewer's Manager July 31 at 12 Off Rec, 35, Victoria st, Liverpool
LUCAS, JAMES, Darwen, Lancs, Draper Aug 21 at 2 County Court house, Blackburn
MALLEY, ABRAHAM COWLEY, Munslow, Salop, Physician Aug 1 at 10 4, Corn sq, Leominster
MALLINSON, TOM, and THOMAS MANSLEY, Bradford, Yorks, Artificial Teeth Manufacturers July 30 at 11 Off Rec, 31, Manor row, Bradford
MEAD, ROBERT UTTERMARE, High Ham, nr Langport, Auctioneer July 30 at 1 Off Rec, Salisbury
PAGE, BENJAMIN, Nechells, Birmingham, Provision Merchant Aug 2 at 11 23, Colmore row, Birmingham
PAGE, WILLIAM, and WILLIAM HENRY JAMES, Birmingham, Oil Refiners Aug 1 at 11 23, Colmore row, Birmingham
PENN, GEORGE WILLIAM, Hull, Earthenware Dealer July 31 at 11 Off Rec, Trinity House lane, Hull
PRINCE, ALBERT WRIGHT, Bradford, Wool Merchant July 31 at 11 Off Rec, 31, Manor row, Bradford
SCOTT, JOHN CHARLES, Ferndale, Glam, Butcher July 31 at 3 Off Rec, Merthyr Tydfil
SMITH, CHARLES, Loughborough, Shopkeeper July 30 at 12.30 Off Rec, 1, Berridge st, Leicester
SOUTHWORTH, EDWARD, and THOMAS SOUTHWORTH, Cherry Tree, nr Blackburn, Spinners Aug 21 at 1.30 County Court House, Blackburn
SPIRO, JOOST THEODORE GERARD, Manchester, Cigar Merchant July 30 at 2.30 Bankruptcy bldgs, Carey st
STAINTHORP, ALICE THAMAR, Crediton, Devon, Stationer Aug 1 at 11 Off Rec, 13, Bedford circus, Exeter
THOMPSON, JOHN, Blackwell, nr Darlington, Licensed Victualler June 31 at 3 Off Rec, 8, Albert rd, Middlesborough

ADJUDICATIONS.

ALLCOCK, ALFRED RUDD, Bowes pk, Cattle Dealer Edmonton Pet July 19 Ord July 19
BARNBY, FRANK ARCHIBALD, Edgbaston, Toy Dealer Birmingham Pet May 9 Ord July 20
CAMPBELL, WILLIAM COLLINS, Barnoldswick, Yorks, Watchmaker Bradford Pet July 6 Ord July 18
COOPER, HENRY, Leicester, Milk Dealer Leicester Pet July 15 Ord July 18
CRAVEN, AUGUSTUS WILLIAM, Piccadilly, Gent High Court Pet April 25 Ord July 20
ENTWISLE, JOSEPH, Sheffield, Tailor Sheffield Pet June 29 Ord July 18
FERRDAY, HENSHALL, Old Broad st, Solicitor High Court Pet Jan 30 Ord July 19
HAYDON, A F, St James's High Court Pet April 25 Ord July 19
HEINRICHS, HENRY, St Luke's, Furniture Manufacturer High Court Pet June 22 Ord July 17
HOPKINS, JOHN WEBB, Aston, Warwickshire, Builder's Manager Birmingham Pet July 15 Ord July 20
HOPPER, CHARLES CLEMENT, Talbot court, Eastcheap, Builder Pet May 15 Ord July 17
JORDAN, THOMAS, Birmingham ; Birmingham Pet July 17 Ord July 18
LITHERLAND, TOM, Birkenhead, Cheshire, Brewer's Manager Pet July 13 Ord July 20
LORD, CHARLEY EDWARD, Hereford, Plumber Hereford Pet July 19 Ord July 19
MARRIOTT, WALTER HENRY, Leamington Warwick Pet June 11 Ord July 18
MARTIN, SAMUEL, Bilston, Staffs, Plumber Wolverhampton Pet July 18 Ord July 19
MORRIS, GEORGE HARRY, Speldhurst, Kent, Miller Tunbridge Wells Pet July 15 Ord July 20
OWEN, EDWARD, Harrow rd, Builder Pontypridd Pet June 5 Ord July 19
SMITH, FREDERICK, Worcester, Pianoforte Dealer Worcester Pet July 20 Ord July 20
STAINTHORPE, ALICE THAMAR, Crediton, Devonshire, Stationer Exeter Pet July 19 Ord July 19
TASKER, EDWARD WILLIAM, Stort, nr Devizes Late Solicitor's Clerk High Court Pet March 25 Ord July 16
TIGHE, WILLIAM JOSEPH, North Shields, Hatter Newcastle on Tyne Pet May 16 Ord July 19
TURNBULL, ROBERT WOOD, Hexham, Northumberland, Bootmaker Newcastle on Tyne Pet May 3 Ord July 19
TURNER, JAMES HERBERT, Colchester, Blacksmith Colchester Pet July 16 Ord July 17
WADE, ROBERT, Halifax, Engineer Halifax Pet July 6 Ord July 19
WHITMORE, CHARLES THOMAS, Lawford rd, Kentish Town, Managing Director High Court Pet Feb 11 Ord July 18
WILLIAMS, JOHN HENRY, Ashton under Lyne, Reed Maker Ashton under Lyne Pet July 10 Ord July 16
YOXALL, PETER, Birmingham, Grocer Birmingham Pet July 8 Ord July 19

SALES OF ENSUING WEEK.

July 29.—Mr. J. M. NORMAN, at the Mart, at 1 p.m., Freehold and Leasehold Properties (see advertisement July 20, p. 3).

July 29.—Messrs. STIMSON & SONS, at the Mart, at 2, Freehold and Leasehold Ground-Rents and Shop Property (see advertisement, July 20, p. 3).

July 30.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., City Building Lease, also Freehold Properties at Hendon and Kingsbury (see advertisements July 20, p. 4).

July 30.—Messrs. HUMBERT, SON, & FLINT, at the Mart, at 2 p.m., Freehold Ground-Rents, Reversion, Freehold and Leasehold Investments, &c. (see advertisement, July 20, p. 3).

July 31.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2, City Freehold, Torquay Freehold Estate, also Residential and Sporting Estate in Kent (see advertisement, July 20, p. 4).

Aug. 1.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2 o'clock, Absolute and Contingent Reversions, Freehold Ground-Rents, Life Policies, Company, "Graphic," and other Shares, also a Box in the Royal Albert Hall (see advertisements this week, p. 4).

Aug. 2.—Mr. NOTLEY, at the Mart, Freehold Property in Mitre-court, Fleet-street (see advertisement, July 20, p. 3).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, *which includes Indexes, Digests, Statutes, and Postage*, 52*s.* WEEKLY REPORTER, *in wrapper*, 26*s.*; *by Post*, 28*s.* SOLICITORS' JOURNAL, 26*s.* 0*d.*; *by Post*, 28*s.* 0*d. Volumes bound at the office—cloth*, 2*s.* 9*d.*, *half law calf*, 5*s.* 6*d.*

SEALED TENDERS must be DELIVERED at the offices of the Trust, 81, Gracechurch-street, London, by noon, on THURSDAY, the 1st AUGUST, 1895, and will be opened by the Directors at that hour.

THE BRITISH STEAMSHIP INVESTMENT TRUST (Limited).

ISSUE of £100,000 FOUR AND A-HALF PER CENT. PERPETUAL DEBENTURE STOCK.

TRUSTEES.

Charles Edward Barnett, Esq., 72, Lombard-street, E.C.
Edward Pembroke, Esq., 8, Austinfriars, E.C.

This issue of Debenture Stock is as regards £100,000 to take the place of £100,000 4½ per Cent. existing Terminable Debentures.

Holders of over £98,000 of the Terminable Debentures have already signified their assent to the conversion, and any holder whose assent may not be obtained will be paid off.

The Directors INVITE TENDERS for £100,000 of the DEBENTURE STOCK. This Stock will bear interest at the rate of £4½ per cent. per annum, payable half yearly on the 1st day of January and 1st day of July in each year, and no tender will be entertained at a less price than £110 for each £100 of Stock, and the Stock will be issued to the highest bidders.

The purchase money will be payable as follows:—
£5 per cent. on application.
20 „ on allotment, together with the premium at which issued.
25 „ on 1st October.
50 „ on 1st January, 1896.

Interest will accrue from the respective dates of payment. The last instalment may, if desired, be paid on the 1st October, under discount at the rate of 3 per cent. per annum.

The Debenture Stock will be secured by a first floating charge executed by the Trust in favour of trustees for the Debenture Stockholders on the whole of the assets of the Trust, which include the following securities:—

	Present Market value.
Consols, Indian and Colonial Government Stocks	£36,000
British Railway Guaranteed Preference and Ordinary Stocks	82,000
East Indian Railway Deferred Annuities, Imperial Continental Gas Association Debenture Stock, Debentures in Industrial Companies and Dock Stocks	14,500
Foreign Railway Stocks and Bonds	9,500
Other negotiable securities	5,500
Cash at bankers	12,000
Shares in Shipping Companies and Shares in Steamships. These shares have been valued by the Managing Directors, on the basis of recent sales of similar property, and they estimate the present value at	247,000
Loans secured by first mortgage on steamships and bills receivable (after deducting liability on bills discounted)	114,500
	£471,000

NOTE.—This amount of £471,000 will be increased by the cash proceeds of the present issue.

The Stock will be registered in the names of the applicants or their nominees free of expense.

Tenders must be made on the form accompanying the prospectus.

Should no allotment be made, the deposit money will be returned without deduction, and where the amount of debenture Stock allotted is less than the amount applied for, the surplus will be applied in reduction of the amount payable on allotment.

A quotation in the Official List of the London Stock Exchange will be applied for in due course.

Copies of the memorandum and articles of association and of the draft trust deed may be inspected at the offices of the solicitors.

Forms of tender can be obtained from the bankers or solicitors or at the offices of the Trust, 81, Gracechurch-street, London.

The following are the directors, bankers, and officials of the Trust:—

DIRECTORS.

JOHN ASTE, Esq., Chairman.

Edward Beauchamp, Esq.	Henry Fell Pease, Esq.
R. S. Donkin, Esq.	*Frederick W. Harris, Esq.
Alfred Harris, Esq.	*James Dixon, Esq.

*Managing Directors.

Bankers—Lloyds Bank (Limited), 72, Lombard-street, E.C.; Bradford Old Bank (Limited), Bradford; Messrs. Hodgkin, Barnett, Pease, Spence, & Co., Newcastle-on-Tyne.

Solicitors—Messrs. Markby, Stewart, & Co., 57, Coleman-street, E.C.; Edward F. Turner, Esq., 101, Leadenhall-street, E.C.

Auditors—Messrs. Price, Waterhouse, & Co., 44, Gresham-street, E.C.

Secretary and offices—Mr. T. Cornish, 81, Gracechurch-street, E.C.

30th July, 1895.